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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92055558
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Attachments	Opposition To SJ Motion.pdf(308737 bytes) Declaration of Alejandro Muniz.pdf(536140 bytes) Declaration of Robert Martyn.pdf(54316 bytes) Exhibit 1 Declaration of Robert Martyn.pdf(306407 bytes) Exhibit 2 Declaration of Robert Martyn.pdf(295381 bytes) Exhibit 3 Declaration of Robert Martyn (Part 1).pdf(4495541 bytes) Exhibit 3 Declaration of Robert Martyn (Part 2).pdf(4703708 bytes) Declaration of Melissa Alcantara.pdf(1480279 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.)

Petitioner,)

v.)

EMMANOUIL KOKOLOGIANIS)
AND SONS, SOCIETE)
ANONYME OF TRADE,)
HOTELS AND TOURISM S.A.)

Respondent.)

Cancellation No. 92055558

Registration No. 3256667

PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT

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Introduction

This is a Cancellation proceeding in which Petitioner Economy Rent-A-Car, Inc. (“Petitioner”) has petitioned the U.S. Trademark Trial and Appeal Board (“TTAB”) to cancel Registration No. 3256667 for the mark registered and shown as follows:



The basis for the petition is the contention under 15 U.S.C. §1052(d) that the registered mark so resembles a mark and name (ECONOMY RENT-A-CAR) previously used in the United States and not abandoned as to be likely, when used in connection with the services rendered by the respective parties, to cause confusion, or to cause mistake, or to deceive. See, Amended Petition For Cancellation, at ¶¶ 6-7. In addition, the petition alleges that the Respondent, Emmanouil Kokologiannis And Sons, Societe Anonyme Of Trade, Hotels And Tourism S.A. (hereinafter “Respondent”) has abandoned the above-noted mark that was registered in the U.S. Patent and Trademark Office under Registration No. 3256667. See, Amended Petition For Cancellation, at ¶¶4-5. Respondent has disputed the likelihood of confusion between the parties’ marks and any abandonment of its own registered mark.

Respondent has filed a motion for summary judgment in this proceeding based upon the following three allegations: (1) Petitioner lacks standing to assert the cancellation petition because it purportedly owns no rights in and to the mark (ECONOMY RENT-A-CAR) upon which it bases its claim of damage; (2) Petitioner

cannot claim “priority” of use of a confusingly similar mark because it did not acquire any interest in that mark prior to the Respondent’s own Section 67 priority date (August 11, 2005); and (3), Respondent has not abandoned the registered mark because it has been using the “legal equivalent” of that mark and the removal of wording from the mark, as it was registered, “does not alter the meaning of the mark as it will be perceived by customers or the general public”.¹

Statement Of Facts

(The Business of Petitioner)

Petitioner (hereinafter also referred to as “Economy”) is a Delaware corporation that is in the business of providing vehicle rental and reservation services in a number of states, including the state of California. Economy is the United States operating company for a closely-held family of companies that was formed by Alejandro Muniz to provide global vehicle rental and reservation services.² As part of that corporate family, Economy is responsible for the sub-licensing throughout the United States of “affiliate” companies which actually provide the rental vehicles under the service marks ECONOMY, ECONOMY RENT A CAR, and ECONOMY RENT-A-CAR. See, Declaration of Alejandro Muniz (hereinafter “Muniz Dec.”), at ¶4. Among its

¹ See Respondent’s Summary Judgment Motion, at p. 16.

² In addition to the Petitioner, the “Economy family” consists of Proveedores Y Soluciones Dac S.A. (hereinafter “Proveedores”), a Costa Rican corporation which holds legal title to the federal registrations for ECONOMY RENT A CAR & Design (Reg. No. 3,786,010) and ECONOMY & Design (Reg. No. 3,846,482) and is tasked with the responsibility for obtaining and maintaining federal registrations for marks in the United States. The corporate family also includes Economy Rent-A-Car Leasing, Inc., a Nevada corporation whose primary function is administrative in nature and includes the accounting and distribution of funds. See Muniz Dec., at ¶¶1-3.

responsibilities within the “Economy family”, Petitioner not only locates new Affiliates for rental car operations, but also negotiates the Affiliate Agreements with third parties (including the licensing provisions therein) and supervises the compliance by licensees with the terms and restrictions in those agreements. *Id.*

The Economy family’s global vehicle reservation services are provided via the internet, through a website which is owned, operated and maintained by Petitioner. The rental vehicles are provided by Affiliate companies licensed by Petitioner to use the ECONOMY, ECONOMY RENT A CAR and ECONOMY RENT-A-CAR marks and they pay Petitioner a fee for the reservations fulfilled via the rentals. They (the Affiliates) use signage provided by Petitioner and the latter routinely inspects the operations of the Affiliates to ensure they are using the licensed marks correctly. Muniz Dec., ¶5.

As noted, Petitioner is the primary operating company within the United States. To enable Petitioner to fulfill its duties, Proveedores licensed Economy Leasing (the Nevada company) to not only use the family of “Economy” marks (which initially included *inter alia* the federally-registered ECONOMY and ECONOMY RENT A CAR marks), but more importantly the right and ability to further sub-license those marks to Economy (the Delaware company). See Muniz Dec., at ¶6; see also, copies of the License and Sub-License attached to the Muniz Dec. as Exhibit 1 and Exhibit 2.

Initially, Economy’s operations were focused on the Florida market. However, during the autumn of 2009, Mr. Muniz made a decision to enter the Los Angeles area with his company’s vehicle rental and reservation operations. Before doing so, he investigated whether his company could lawfully use the ECONOMY and ECONOMY RENT A CAR marks, as well as the Petitioner’s corporate name and trade name

(Economy Rent-A-Car), in that area. At that time, he became aware of a company (UDBC, Inc.) that had a telephone listing on YellowPages.Com under the name “Economy Rent A Car” in Van Nuys, California. See, Muniz Dec., at ¶7.

In order to confirm the operational existence of UDBC and when it had begun using the Economy name or mark, Mr. Muniz traveled to Van Nuys in mid-June of 2010 and determined not only the existence of the rental car operation, but also that it had been continuously active at that location for a number of years using the service mark ECONOMY RENT-A-CAR. After determining who owned the Van Nuys rental car operation (i.e., UDBC, Inc.), Mr. Muniz then made a decision to purchase the rights in that mark. That decision was dictated not only by Mr. Muniz’s desire to secure the goodwill in the ECONOMY RENT-A-CAR mark (with and/or without hyphens) in Van Nuys, but also by the need to acquire sufficient trademark common law rights in the name and mark within the state of California to enable Petitioner to lawfully negotiate future Affiliate licensing agreements in the Los Angeles area. Muniz Dec., ¶7.

Following negotiations and agreed upon terms for the sale, UDBC, Inc. executed written Assignments to Proveedores of UDBC’s common law rights in the ECONOMY RENT-A-CAR mark and that company’s state registration for the mark.³ As part of the aforesaid negotiations, Proveedores agreed to grant, through its existing licensee and sub-licensee organization, a royalty-free license back to UDBC to use the Economy family of marks (i.e., ECONOMY, ECONOMY RENT A CAR and ECONOMY RENT-A-CAR). In order to fulfill the terms of that Agreement, Proveedores authorized the Nevada and Delaware licensees to use and license the newly-acquired mark. A written

³ A copy of the Assignment from UDBC, Inc. to Proveedores was submitted by Respondent as Exhibit 24 to its Motion For Summary Judgment.

License was subsequently granted to UDBC by Petitioner Economy to enable UDBC to continue to use the ECONOMY RENT-A-CAR mark, as well as to use the registered ECONOMY and ECONOMY RENT-A-CAR marks, in the Van Nuys area where UDBC had long done business. Muniz Dec., ¶8; see also, copy of the License to UDBC from Petitioner attached to the Muniz Dec. as Exhibit 3.

While a written license/sublicense was not executed immediately upon acquiring the ECONOMY RENT-A-CAR mark, the license/sublicense was immediately authorized, made and approved by Mr. Muniz (as President of both Proveedores and Economy Leasing) well prior to the date of the above-noted written License granted to UDBC, Inc. To clarify and further evidence that fact, a License *nunc pro tunc* and a Sub-License *nunc pro tunc* have since been executed by Mr. Muniz, as shown in Exhibits 4 and 5 to the Muniz Dec. See, Muniz Dec., at ¶9.⁴

The Assignment from UDBC, Inc. enabled Petitioner, through its license, to lawfully enter the California market and begin negotiating/granting new licenses to use the marks ECONOMY, ECONOMY RENT-A-CAR, and ECONOMY RENT A CAR mark in that state (which it did beginning in April of 2012). The subsequent California Affiliate Agreements granted by the Petitioner involved the licensing not only of the registered ECONOMY and ECONOMY RENT A CAR marks in their stylized form, but also in plain

⁴ As noted by the TTAB concerning an analogous situation involving an assignment *nunc pro tunc*, in *Hotel Corporation of America v. Inn America, Inc.*, 153 USPQ 574, 578 (TTAB 1967): "Nunc pro tunc", literally speaking, means now for then. A nunc pro tunc assignment in practice and as meant in law is an assignment made now of something which was previously done, to have effect as of the former date. The purpose of such an assignment is to make the record show something which actually occurred, but has been omitted from the record through inadvertence or mistake. See: 67 Corpus Juris Secundum, pages 1 and 2; and Black's Law Dictionary, Third Edition (1933)." The submission herewith of the licensing *nunc pro tunc* documents renders Respondent's "Statement Of Undisputed Facts" No. 18 incorrect.

block lettering—which was enabled by the acquisition of the common law service mark rights from UDBC, Inc. See, Muniz Dec., ¶10. Those licensed affiliates in California have since made their payments directly to Petitioner (who routinely inspects their facilities for compliance with the licenses that have been granted to them). Not only does the Petitioner provide the signage for Affiliates, but it also pays for the internet advertising that drives potential customers to those Affiliates. This is true not only for the California Affiliates (including UDBC, Inc.), but also for those located in other states, such as Florida, California, Pennsylvania, New York, Minnesota, Oklahoma, Alaska, Hawaii and Ohio. See, Muniz Dec., ¶11.

(The Business of Respondent)

Respondent is a Greek company that owns federal Registration No. 3,256,667 for the mark ECONOMY CAR RENTALS RENTAL-HIRE-RENT A CAR-AUTOVERMIETUNG-MIETWAGEN & Design. It is in the business of providing over the internet reservations for rental cars which it facilitates through arrangements with independent rental car companies (who it refers to as “subcontractors”).⁵ Respondent relies on these “subcontractors” to actually provide the rental vehicles—which they do under their own trademarks (not the Respondent’s mark). As it admits, “Respondent...has not, to date, provided vehicles for rental in the U.S. under Respondent’s Mark in the exact form it was registered.” See Admission Response No. 82, attached to the Declaration of Melissa Alcantara (“Alcantara Dec.”) at Ex. 1.

⁵ Examples of such “subcontractors” identified by Respondent during discovery include independent rental car companies such as Dollar Thrifty Automotive Group, Inc.

Respondent has no employees that reside in the United States and it owns no vehicles that are rented in the United States. See Interrogatory Answer No. 25, Alcantara Dec. at Ex. 2, and Document Request Response Nos. 34 and 35, Alcantara Dec. at Ex. 3. It conducts no “print” advertising in the United States. See Interrogatory Answer No. 8, Alcantara Dec. at Ex. 2, and Admission Response Nos. 3 and 84, Alcantara Dec. at Exs. 4 and 5, respectively. Indeed, Respondent admits that it has no documents that show any printed advertisements for any of its services that have been published or distributed in the United States within the past ten years that display the mark as registered under Registration No. 3,256,667. See supplemented Document Request Response No. 49, Alcantara Dec. at Ex. 6.

Respondent admits that it has no documentary evidence of any of its customers booking the rental of a car in the United States prior to 2009 (see Admission Response No. 26, Alcantara Dec. at Ex. 7), and claims that its first rental of a vehicle in the United States to any resident of this country did not occur until February 28, 2009. See Admission Response No. 114, Alcantara Dec. at Ex. 8. Since that time, Respondent has entered the Los Angeles area with its vehicle reservation services (and those rentals are offered to the same class of customers as those of Petitioner). See Admission Responses Nos. 60-62 and 80, Alcantara Dec. at Ex. 1.

What became clear during the course of discovery is that Respondent *has not used for many years the mark actually registered under Registration No. 3,256,667 for any of the services recited in that registration.*⁶ The only printed display of any of

⁶ This nonuse of the mark as registered under Registration No. 3,256,667 is relevant to this proceeding because Petitioner has claimed that Respondent abandoned the registered mark. See, Amended Petition For Cancellation, at ¶ 5.

Respondent's marks in connection with the rental of a vehicle in the United States is on the "Voucher Contracts" that a customer carries with him or her to the subcontractor rental car company. See Interrogatory Answer No. 28, Alcantara Dec. at Ex. 2; Document Request Response No. 5, Alcantara Dec. at Ex. 3. However, Respondent has since admitted that none of those Voucher Contracts display the mark as it was actually registered in the PTO.⁷ See Admission Response No. 11, Alcantara Dec. at Ex. 4; see *also*, Document Request Response Nos. 40 and 48, Alcantara Dec. at Exhibits 10 and 11, respectively.

This nonuse of the mark as it was registered under Registration No. 3256667 was expressly admitted at page 16 of Respondent's summary judgment brief wherein it conceded that "*Respondent's mark in the exact form in which it was registered has been in use since at least as early as February 5, 2013.*"⁸ Thus, the first use—and perhaps the only use—by Respondent of the mark in its registered format did not take place until almost 5 1/2 years after the registration was obtained.

Respondent casually dismisses its nonuse of the registered mark with the self-serving conclusion that the mark it uses is the "legal equivalent" of the mark as actually

⁷ Respondent also has admitted that its subcontractors do not use the Respondent's mark as it was registered under Reg. No. 3,256,667. See Supplemental Admission Response No. 38, Alcantara Dec. at Ex. 9.

⁸ The alleged use by Respondent of the mark in its registered form occurred only on February 5, 2013 and appears to have been made solely to enable Respondent to file its Declaration of Continued Use Under Section 71 in the U.S. Patent and Trademark Office in connection with maintaining Registration No. 3256667. Respondent has submitted no evidence to show any further or ongoing use of the mark in its registered format.

registered.⁹ See Admission Response No. 11, Alcantara Dec. at Ex. 4; *see also*, Admission Response Nos. 9 and 54, Alcantara Dec. at Exhibits 4 and 13, respectively.

The mark as registered under Registration No. 3,256,667 is as follows:



The mark that Respondent claims to be the “legal equivalent” of the above-noted registered mark is as follows:



Respondent argues, at page 16 of its summary judgment brief, that the removal of all the German language wording from its mark “does not alter the meaning of the mark as it will be perceived by customers or the general public”, yet submits no evidence whatsoever to prove or support such a conclusion on its part. In other words, no survey, study or other extrinsic evidence has been proffered by Respondent in connection with the public perception of the mark in its altered form. As discussed further below, Petitioner submits that Respondent’s complete removal of the German

⁹ This so-called “legal equivalent” mark is also the mark that is used on Respondent’s website and which has appeared on the website for at least the past four years. See Supplemental Admission Response Nos. 30, 31 and 32, Alcantara Dec. at Ex. 12.

language wording from the registered mark significantly and materially altered the commercial impression of that mark, not only as to sight and sound, but also as to meaning or connotation to consumers.

Summary Of Argument

1. Contrary to Respondent's contention, Petitioner possesses sufficient interest in the mark ECONOMY RENT-A-CAR to establish its "standing" to assert a claim for cancellation of Respondent's registration on the basis of likelihood of confusion under 15 U.S.C. §§1064(1) and (3).
2. Contrary to Respondent's contention, Petitioner is entitled to rely upon the acquisition of rights in the pleaded mark by its predecessor-in-interest in order to establish "priority".
3. Contrary to Respondent's contention, the only mark that Respondent now uses (and has used for at least the past five years) is not the "legal equivalent" of the mark that was registered under Registration No. 3256667.

Argument

I. Petitioner Has A Sufficient Commercial Interest In The Service Mark ECONOMY RENT-A-CAR To Establish Its "Standing" To Seek The Cancellation Of Respondent's Registration.

As explained *supra*, Petitioner is the United States operating licensee of the ECONOMY RENT-A-CAR service mark and it is the entity which promotes it in California (as well as throughout the country) through its own licensed affiliates who, in turn, rent vehicles to the general public under that mark. See Muniz Declaration. The mere fact that it does not "own" the mark is certainly not determinative of its "standing" to assert rights in that mark. As noted by Prof. McCarthy: "Even a party with no direct proprietary ownership interest in a trademark can have standing to oppose if it meets

the requirement of having a real commercial interest and is not merely an intermeddler”. See, J. Thomas McCarthy, *McCarthy on Trademarks and Unfair Competition*, §20.7 at p. 20-20 (4th ed. 2007); see also, *National Cable Television Association v. American Cinema Editors Inc.*, 937 F.2d 1572, 19 U.S.P.Q.2d 1424, 1428 (Fed. Cir. 1991). Prof. McCarthy then correctly observes that even “a licensee has standing to oppose, based on its own use of a mark.” *Id.*; see also, *Syngenta Crop Protection, Inc. v. Bio-Check, LLC*, 90 U.S.P.Q.2d 1112 (TTAB 2009). The facts as set forth in the Declaration of Alejandro Muniz render it abundantly clear that Petitioner had and has a “real commercial interest” in the mark being asserted in this cancellation proceeding.

The Federal Circuit has enunciated a liberal threshold for determining standing, namely, whether a plaintiff's belief in damage has a reasonable basis in fact and reflects a real interest in the case. See, *Ritchie v. Simpson*, 170 F.3d 1092, 50 U.S.P.Q.2d 1023 (Fed.Cir. 1999). As a direct competitor of Respondent¹⁰, Petitioner certainly has an interest in the outcome of these proceedings well beyond the public in general and that is sufficient to provide it with “standing” in this case. *Books On Tape, Inc. v. The Booktape Corp.*, 836 F.2d 519, 520, 5 U.S.P.Q.2d 1301, 1302 (Fed.Cir. 1987). Accordingly, Petitioner has standing to assert the claims it has made under the Lanham Act.

Notwithstanding the “liberal” treatment of standing that is applied to a party’s ability to assert a claim for cancellation of a registration under the Lanham Act,

¹⁰ Respondent concedes, at page 2 of its summary judgment motion, that “Petitioner and Respondent are both in the business of selling car rental services.” Thus, there is no genuine dispute as to the direct competitive relationship between these two parties.

Respondent argues that there is no evidence that Petitioner acquired any proprietary rights in the asserted mark. Respondent bases that contention on its assertion that there has been no documentary evidence produced during discovery of any license granted to Petitioner by its predecessor and/or related companies to use such a mark (either directly or via its own licensees). That contention has now been specifically refuted by the Licenses attached as Exhibits 4 and 5 to the Muniz Declaration.¹¹ Petitioner not only obtained the sublicensed right to use the ECONOMY RENT-A-CAR mark, but also the right to grant additional licenses to use that mark—which it did in connection with several California companies.¹²

II. Petitioner May Rely Upon The Acquisition Of Rights In The Pleaded Mark By Its Predecessor-In-Interest In Order To Establish Its Own “Priority”.

The Declaration of Robert (“Bob”) Martyn submitted herewith clearly demonstrates that Petitioner’s predecessor (UDBC, Inc.) adopted and continuously used the pleaded mark ECONOMY RENT-A-CAR in connection with the rental of vehicles since at least as early at 1994—more than a decade prior to Respondent’s own claimed priority date regarding the registered mark sought to be cancelled. Indeed, Respondent does not challenge such trademark usage by Petitioner’s predecessor—

¹¹ To the extent that Respondent may argue that the *nunc pro tunc* transfer of rights should have been undertaken before discovery closed, that argument is unavailing. As noted in *Hotel Corporation of America, Inc.*, *supra* at 578; “While these assignments were executed only nine days before the taking of applicant’s testimony, this is not controlling if, in fact, they reflect what actually occurred or was intended to occur on those past dates.

¹² Both Allied Rent A Car, Inc. and UDBC, Inc. were granted licenses to use ECONOMY RENT-A-CAR in California by Petitioner in 2012 and 2013. See Exhibits 6 and 3, respectively, to the Muniz Dec. Both companies remain licensees of Petitioner.

nor does it challenge the validity of the Assignment of the ECONOMY RENT-A-CAR trademark from UDBC, Inc. to Petitioner's licensor, Proveedores (via Economy Leasing).

Mr. Martyn, in his Declaration, notes that his company's trade name and service mark ECONOMY RENT-A-CAR were adopted and initially used in December of 1993. He further stated that both that name and mark have been used with, and without, hyphens between the words "Rent A Car". See Declaration of Robert ("Bob") Martyn (hereinafter "Martyn Dec."), at ¶3.

Mr. Martyn, by way of his Declaration, further explains and describes his use of the ECONOMY RENT-A-CAR mark and name over the years. He notes that since 1994, his company has continuously had exterior pole signage at its place of business that displayed the mark ECONOMY RENT-A-CAR and that such signage is easily seen by travelers on Sepulveda Boulevard (a major highway). Moreover, Mr. Martyn states that since 1994, his company has answered its phones by saying "Economy Rent A Car" and has continuously corresponded with its suppliers using the trade name "Economy Rent-A-Car". Significantly, Mr. Martyn states that his company began advertising its ECONOMY RENT-A-CAR name and service mark in printed telephone directories (Yellow Pages and White Page listings) in 1994 and attaches representative copies of the directories (directory covers and his company's listings/advertisements) as Exhibit 3 to his Declaration. See, Martyn Dec., at ¶4.¹³

Finally, Mr. Martyn, in his Declaration, explains that in addition to his company's many advertisements in telephone directories over the years, it promoted the

¹³ The authenticity of such directory covers and listings/advertisements is not in dispute. See Admission Responses Nos. 100-113, Alcantara Dec. at Ex. 14.

ECONOMY RENT-A-CAR mark via advertising flyers between 1994 and the present date. According to Mr. Martyn, Rental Car Agreements were also used by his company for many years in connection with each and every rented vehicle and they displayed the ECONOMY RENT-A-CAR mark on them. Martyn Dec., ¶5.

In view of the foregoing, there can be no genuine dispute that UDBC, Inc. acquired rights in the name and mark ECONOMY RENT-A-CAR long before Respondent ever used the mark registered under Registration No. 325667. Notwithstanding that fact, Respondent apparently contends that Petitioner itself had to have acquired its own interest in its predecessor's mark in order to establish "priority". That is simply not the law.

Respondent relies upon the decision rendered in *Top Tobacco LP v. North Atlantic Operating Co.*, 101 USPQ2d 1163 (TTAB, 2011) for the proposition that Petitioner must prove its own interest in the pleaded mark was "obtained prior to Respondent's priority date". See, Respondent's Motion For Summary Judgment, at p. 11. That case, however, did not involve a claim based on a predecessor-in-interest's priority trademark rights.

It is black letter law that a party can assert whatever priority trademark rights that its predecessor had in a mark. See 3 J. Thomas McCarthy, *McCarthy on Trademarks and Unfair Competition* § 18:15 (4th ed. 2013) (recognizing, for example, that following the proper assignment of a trademark and its good will, an assignee "succeeds to all the rights and priorities" of the assignor); see also *McNeil-PPC, Inc. v. Walgreen Co.*, Opposition No. 91184978, 2013 TTAB LEXIS 29, at *11 (T.T.A.B. Jan. 22, 2013) (finding that licensee established priority based on its predecessor's prior use of the

mark); *Sara Lee Corp. v. Berkshire Fashions, Inc.*, Opposition No. 69,529, 1988 TTAB LEXIS 80, *22 (Apr. 27, 1988) (finding that the use of the mark ENERGIZER by the opposer's predecessor in interest was sufficient to demonstrate opposer's priority of use in the mark).

As noted *supra*, Petitioner's predecessor (UDBC) used the ECONOMY RENT-A-CAR mark since at least as early as 1994 – long before Respondent's alleged Section 67 priority date (August 11, 2005). The ECONOMY RENT-A-CAR mark, including the goodwill of the business associated with it, was then assigned to Proveedores, who in turn licensed that mark to Petitioner. Accordingly, Petitioner, who currently uses the mark through its sublicensed affiliates, can claim priority dating back to UDBC's first use of the ECONOMY RENT-A-CAR mark in at least as early as 1994. Respondent does not question UDBC, Inc.'s long use of the mark, nor has it challenged the validity of the Assignment. Accordingly, Petitioner can properly claim priority of use in this action.

III. Respondent Has Abandoned Use Of The Registered Mark ECONOMY CAR RENTALS RENTAL-HIRE-RENT A CAR-AUTOVERMIETUNG-MIETWAGEN & Design Through Its Use Of An Abridged Mark That Is Not The Legal Equivalent Of The Registered Mark.

Petitioner has alleged, by way of its Amended Petition For Cancellation, that Respondent abandoned its registered mark due to nonuse, with no intent to resume use of the mark. See, Amended Petition For Cancellation, at ¶15. While Respondent seeks summary judgment in its favor on this issue, Petitioner believes that its claim has been established during the course of discovery in this proceeding.

In responding to Petitioner's request for admissions, Respondent claimed that it "presently offers its services, including rental car services, under the Registered Mark to the general public in the U.S. *"because the legal equivalent of the Registered Mark is in use."* See Admission Response No. 54, Alcantara Dec. at Ex. 13. Respondent further claimed that its services had been purchased by U.S. residents since 2004 – *"such services being offered and sold under a word-mark equivalent of Registrant's Mark"* and that those services were advertised on its web page *"using the legal equivalent of Registrant's Mark"* since early 2008. See Admission Response No. 9, Alcantara Dec. at Ex. 4. Indeed, Respondent stated that the only documents it used or displayed for "car rental services" were the Voucher Contracts brought by its customers to the car rental service points of Respondent's subcontractors. As already noted, however, Respondent then admitted that those Voucher Contracts displayed only *"the legal equivalent"* of the registered mark, rather than the mark as actually registered under Registration No. 3,256,667. See Document Request Supplemental Response No. 40, Alcantara Dec. at Ex. 15; see *also*, Document Request Response No. 48, Alcantara Dec. at Ex. 11, admitting that Respondent had no Voucher Contracts displaying the mark as it was, or is, registered.

The "legal equivalent" mark that Respondent claims to have been using since July 27, 2005¹⁴, and is now using, in connection with its car rental and reservation services is:



¹⁴ See pages 15-16 of Respondent's Motion For Summary Judgment.

See, Supplemental Admission Response No. 31 and Exhibit 4 thereto, Alcantara Dec. at Ex. 12. See *also*, Admission Response Nos. 54 and 96, Alcantara Dec. at Exs. 13 and 5, respectively. Respondent has also admitted that customers “routinely refer to Respondent as ‘Economy Car Rentals’”. See, Admission Response No. 68, Alcantara Dec. at Ex. 5.

The alleged “legal equivalent” mark removes, of course, all of the German language wording from the registered mark, namely “AUTOVERMIETUNG-MIETWAGEN” (as well as the wording “Rental-Hire-Rent A Car”). Thus, the question is whether the mark that Respondent has been using over the past five years, and is now using, in connection with rental car services is in both fact and law the “legal equivalent” of the registered mark. If it is not, then the registered mark has been abandoned for those services.

In determining whether one mark is the “legal equivalent” of another mark, the TTAB may compare the two marks visually and phonetically to determine whether the allegedly equivalent mark “creates the same, continuing commercial impression such that the consumer would consider them both the same mark”. *In re Dial-A-Mattress Operating Corp.*, 240 F.3d 1341, 1347 (Fed. Cir. 2001) (“[N]o evidence need be entertained other than the visual or aural appearance of the marks themselves.”). This side-by-side analysis requires more than the two versions of a mark be “confusingly similar”. Instead, the previously used mark must actually be indistinguishable from the later mark. As the court noted in *Van Dyne-Crotty, Inc. v. Wear-Guard Corp.*, 926 F.2d 1156, 1159 (Fed. Cir. 1991): the two marks must create ‘the same continuing

commercial impression” and the second version of a mark should not “materially differ or alter the character” of the original mark.

In *Van Dyne-Crotty*, the Federal Circuit held that the abridged mark CLOTHES THAT WORK was not the “legal equivalent” of the mark CLOTHES THAT WORK. FOR THE WORK YOU DO. The court rejected any notion that equivalency could be found simply because one version of the mark included a portion of the prior mark. In finding that the purchasers “would clearly differentiate” the two marks, the court affirmed the TTAB’s ruling that the marks were not legally equivalent.¹⁵

Respondent may argue that both the old and new versions of its mark contain the same elements—namely, the words “Economy Car Rentals” and the design feature. However, the Board must consider and evaluate the “overall commercial impression” of both marks, rather than focusing simply on a portion of those marks. See, *Ilco Corp. v. Ideal Security Hardware Corp.*, 527 F.2d 1221 (CCPA, 1976) (finding HOME PROTECTION CENTER not a legal equivalent of HOME PROTECTION HARDWARE).

In the present case, the Respondent has removed from its registered mark all of the German wording (what it refers to as “accessory wording”).¹⁶ That wording not only alters the visual and aural presentation of the mark, but also the foreign or German “connotation” conveyed by the registered mark. The German words “AUTOVERMIETUNG” (car hire) and “MIETWAGEN” (rented car) clearly convey a

¹⁵ While the *Van-Dyne Crotty* case involved “tacking” instead of “abandonment”, the principles underling the doctrine of legal equivalency remain the same. See, *Iowa Health System v. Trinity Health Corp.*, 177 F.Supp.2d 897, 922 (N.D. Iowa, 2001).

¹⁶ Respondent contends, at page 16 of its Summary Judgment Motion, that such “accessory wording only provides a small increment of linguistic familiarity for certain customers.” This cryptic remark goes unsupported by any evidence.

commercial impression that the business associated with the mark is foreign or German in nature (as well as location). That information is, of course, completely lost in the abridged mark, rendering the unregistered version more general and expansive in nature. When, as here, the abridged mark is less informative than the original mark, legal equivalency is lost. See, *Bell Inc. v. Bell Packaging Corp.*, 2004 TTAB Lexis 633, *15 (TTAB, 2004)(non-precedential) (BELL, INC. found not to be the legal equivalent of BELL PAPER BOX, INC.); see also, *American Paging, Inc. v. American Mobilphone, Inc.*, 13 USPQ2d 2036 (TTAB, 1989), *aff'd unpublished*, 17 USPQ2d 1726 (Fed. Cir. 1990) (noting that even though AMERICAN MOBILPHONE and AMERICAN MOBILPHONE PAGING were “visually barely distinguishable, they are distinguishable when spoken” and one version was, in terms of connotation, more informative than, and hence legally different from, the other version).

The complete removal of the German wording from the registered mark alters the appearance, pronunciation and connotation of the overall mark. Accordingly, there can be no doubt that such abridgement of the registered mark is a *material* alteration of it, thereby precluding a finding that both marks are “legal equivalents” of each other. Respondent’s own use of the ® symbol along with the registered mark, but a ™ symbol along with the abridged mark, in itself recognizes that the marks are not equivalent. Compare screenshot of Respondent’s website dated February 5, 2013 with screenshot of Respondent’s website dated February 9, 2013 attached within Exhibit 27 to the Declaration of Sharon Gobat, submitted in support of Respondent’s motion.

Because they are not, as a matter of law, legal equivalents, there was no use of the registered mark by the Respondent in connection with car rental services for a

number of years. As noted above, the first use—and perhaps the only use—by Respondent of the mark in its registered format did not take place until February 5, 2013, almost 5 1/2 years after the registration was obtained. Moreover, there is no credible evidence that Respondent ever intended to resume whatever use it might have previously made of the mark in its registered form. A *prima facie* case of abandonment of the registered mark has, therefore, been established. See 15 U.S.C. § 1127 (“Nonuse for 3 consecutive years shall be *prima facie* evidence of abandonment.”); see also *SaddleSprings, Inc. v. Mad Croc Brands, Inc.*, 104 U.S.P.Q.2D (BNA) 1948, 1951-52 (T.T.A.B. 2012) (stating that, once a U.S. registration issues based on Section 66(a), the registration is subject to the same grounds for cancellation as those registrations issued under Section 1 or Section 44(e), including abandonment based on nonuse).¹⁷

¹⁷ In addition to the foregoing, it may be questioned whether Respondent can even rely upon the doctrine of legal equivalency to maintain a mark registered under Section 66. As noted in Section 1609.02 of the Trademark Manual of Examining Procedure, the *IB’s Guide to the International Registration of marks under the Madrid Agreement and the Madrid Protocol* (2008), Para. Bll. 69.02 provides that an International Registration cannot be amended in any way and “[i]f the holder wishes to protect the mark as recorded in any form which differs, even slightly, from the mark as recorded, he must file a new international application.”

Respondent may well argue that it can “tack on” its earlier use of the abridged mark to its later use of the registered mark to avoid the presumption of abandonment. However, that argument, too, would depend on whether the two marks are “legal equivalents”. See *Louangel Inc. v. Darden Restaurants Inc.*, 105 U.S.P.Q.2d (BNA) 1809, 1813 (S.D. Tex. 2013) (noting the Federal Circuit’s statement that tacking is only “occasionally permitted” in the “rare instances” where the old and new formats are “legal equivalents” [citation omitted]); *Van Dyne-Crotty*, 926 F.2d at 1160 (“[T]acking in general should be condoned only in ‘rare instances.’”); *American Paging, Inc.*, 13 U.S.P.Q.2D (BNA) at 2038 (stating that tacking has been permitted only in “rare circumstances”). Indeed, the circumstances in which a mark may be tacked to another have been described as “exceptionally narrow” and the standard is “exceedingly strict”. *Louangel*, 105 U.S.P.Q.2d (BNA) at 1813. Because Respondent’s abridged mark and registered mark are not legal equivalents, Respondent cannot rely on the doctrine of tacking to avoid the presumption of abandonment.

Respondent argues that the “Board can decide purely as a matter of law whether trial on the issue of abandonment is required in this case” in light of the above-noted changes to the registered mark. If that is a correct proposition, then Petitioner requests the Board to enter summary judgment in favor of the Petitioner and cancel Registration No. 3256667 accordingly.

Conclusion

Respondent’s three arguments advanced in support of its summary judgment motion fail because the evidence submitted by Petitioner contradicts each of them.¹⁸ Initially, the right to use and license the asserted mark ECONOMY RENT-A-CAR was granted or authorized by Proveedores to Petitioner (via the Nevada company) immediately upon acquisition of that mark from UDBC, Inc. and evidentiary confirmation of that fact is set forth in the License and Sublicense *nunc pro tunc* documents filed with the Muniz Declaration. Secondly, the Petitioner’s predecessor (UDBC, Inc.) acquired its interest in the asserted mark a decade before the Respondent’s alleged priority claim in its own registered mark and Petitioner is entitled to rely upon its predecessor’s priority rights. Finally, the mark used by Respondent is not the “legal equivalent” of the mark registered by it because the two marks do not convey or create the same continuing commercial impression (and Respondent has submitted no evidence to suggest that they do). Having admitted that it did not use the mark as registered for at least 5 1/2

¹⁸ “The evidence submitted by the non-movant, in opposition to a motion for summary judgment, ‘is to be believed, and all justifiable inferences are to be drawn in [its] favor’.” *Opryland USA Inc. v. The Great American Music Store, Inc.*, 970 F.2d 847, 849, 23 U.S.P.Q.2d 1471 (Fed. Cir. 1992).

years after it was registered, and having not even suggested that it intends to do so in the future, the registered mark has been abandoned.

In view of the foregoing, Petitioner respectfully requests that the TTAB not only deny the summary judgment motion filed by Respondent, but that it also find that the mark set forth in Registration No. 3256667 has been abandoned and grant the cancellation of it.

Dated: June 6, 2014

Respectfully submitted,

/Melissa Alcantara/
Samuel D. Littlepage, Esquire
Melissa Alcantara, Esquire
DICKINSON WRIGHT PLLC
International Square Building
1875 Eye Street, N.W., Suite 1200
Washington, D.C. 20006-5420
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Email: malcantara@dickinsonwright.com

Counsel for Petitioner

DC 39172-39 243838v2

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

<div style="display: flex; justify-content: space-between;"><div style="width: 80%;"><p>ECONOMY RENT-A-CAR, INC.</p><p style="text-align: center;">Petitioner,</p><p style="text-align: center;">v.</p><p>EMMANOUIL KOKOLOGIANIS AND SONS, SOCIETE ANONYME OF TRADE, HOTELS AND TOURISM S.A.</p><p style="text-align: center;">Respondent.</p></div><div style="width: 10%; text-align: center; font-size: 2em;">)</div></div>	<div style="display: flex; flex-direction: column; align-items: flex-start;"><div style="margin-bottom: 10px;">Cancellation No. 92055558</div><div>Registration No. 3256667</div></div>
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing **PETITIONER'S MEMORANDUM IN OPPOSITION TO RESPONDENT'S MOTION FOR SUMMARY JUDGMENT** was served this 6th day of June, 2014, upon Respondent's counsel of record, *via* email, fax transmission and first class mail, postage prepaid, as identified below:

John Moetteli
Sharon Gobat
Da Vinci Partners LLC
Rathausgasse 1
CH-9320 Arbon
Switzerland
Fax: +41 71 230 1001
Email: moetteli@davincipartners.com
Email: gobat@davincipartners.com

Date: June 6, 2014

/Melissa Alcantara/
Melissa Alcantara, Esquire
Counsel for Petitioner

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

<div style="display: flex; justify-content: space-between;"><div style="width: 80%;"><p>ECONOMY RENT-A-CAR, INC.</p><p style="text-align: center;">Petitioner,</p><p style="text-align: center;">v.</p><p>EMMANOUIL KOKOLOGIANIS AND SONS, SOCIETE ANONYME OF TRADE, HOTELS AND TOURISM S.A.</p><p style="text-align: center;">Respondent.</p></div><div style="width: 10%; text-align: center; font-size: 2em;">)</div></div>	<div style="display: flex; flex-direction: column; align-items: flex-start;"><div style="margin-bottom: 10px;">Cancellation No. 92055558</div><div>Registration No. 3256667</div></div>
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DECLARATION OF ALEJANDRO MUNIZ

I, Alejandro Muniz, do hereby state and declare that:

1. I am the President of Proveedores Y Soluciones Dac S.A. (hereinafter "Proveedores"), a Costa Rican corporation which owns federal registrations for ECONOMY RENT A CAR and ECONOMY (Reg. Nos. 3,786,010 and 3,846,482 respectively). I am also the President of Economy Rent-A-Car Leasing, Inc. (hereinafter "Economy Leasing"), a Nevada corporation, which is a licensee of the service marks owned by Proveedores and is a sub-licensor of those service marks. Finally, I am the President of Economy Rent-A-Car, Inc. (hereinafter "Economy"), which is a Delaware corporation and the named Petitioner in the above-styled Cancellation proceeding. I have held each of those corporate positions since 2009. I

am personally familiar with the facts set forth in this Declaration and, if called upon to testify to such matters at trial, could and would be able to competently do so.

2. Proveedores is responsible for registering and maintaining the federal service mark registrations in the U.S. Patent and Trademark Office. It holds legal title to the registrations it obtains for the marks containing the word "Economy" within them.

3. Economy Leasing has primarily administrative functions within the "Economy organization" that relate to the receipt, accounting and distribution of funds received from licensed affiliates companies, as well as the payment of certain funds to suppliers.

4. Economy is the United States operating company for a closely-held family of companies that I formed to provide global vehicle rental and reservation services. As part of that corporate family, Economy is responsible for the sub-licensing throughout the United States of "affiliate" companies which actually provide the rental vehicles under the ECONOMY, ECONOMY RENT A CAR, and ECONOMY RENT-A-CAR service marks. Among its responsibilities, Economy not only locates new Affiliates for rental car operations, but also negotiates the Affiliate Agreements with third parties (including the licensing provisions therein) and supervises the compliance by licensees with the terms and restrictions in those agreements.

5. The Economy family's global vehicle reservation services are provided via the internet, through a website which is owned, operated and maintained by it (i.e., the

Petitioner). The rental vehicles are provided by Affiliate companies licensed to use the ECONOMY, ECONOMY RENT A CAR and ECONOMY RENT-A-CAR marks and they pay Petitioner a fee for the reservations fulfilled via the rentals. They (the Affiliates) use signage provided by Petitioner and the latter routinely inspects the operations of the Affiliates to ensure they are using the licensed marks correctly.

6. As already noted, Economy is the primary operating company within the United States. In order to accomplish Petitioner's duties, Proveedores licensed Economy Leasing (the Nevada company) to not only use the family of "Economy" marks (which initially included *inter alia* the federally-registered ECONOMY and ECONOMY RENT A CAR marks), but more importantly with the right and ability to further sub-license those marks to Economy (the Delaware company). Copies of the License and Sub-License are attached hereto as **Exhibit 1** and **Exhibit 2**.

7. Initially, Economy's operations were focused on the Florida market. However, during the autumn of 2009, I made a decision to enter the Los Angeles area with my company's vehicle rental and reservation operation. Before doing so, I investigated whether my company could lawfully use the ECONOMY and ECONOMY RENT A CAR marks and the Petitioner's corporate name and trade name (Economy Rent-A-Car) in that area. I became aware of a company (UDBC, Inc.) that had a telephone listing on YellowPages.Com under the name "Economy Rent A Car" in Van Nuys, California. In order to confirm the operational existence of that company and when it began using the Economy name, I traveled to Van Nuys in mid-June of 2010 and determined not only

the existence of the rental car operation, but also that it had been continuously active at that location for a number of years using the service mark ECONOMY RENT-A-CAR. After determining who owned the Van Nuys rental car operation (i.e., UDBC, Inc.), I then made a decision to purchase the rights in its mark. That decision was dictated not only by my desire to secure the goodwill in the ECONOMY RENT-A-CAR mark (with and/or without hyphens) in Van Nuys, but also by the need to acquire sufficient trademark common law rights in the name and mark within the state of California to enable Petitioner to lawfully negotiate future Affiliate licensing agreements in the Los Angeles area.

8. Following negotiations and agreed upon terms for the sale, UDBC, Inc. executed written Assignments to Proveedores of UDBC's common law rights in the ECONOMY RENT-A-CAR mark, as well as that company's state registration for the mark. As part of the aforesaid negotiations, Proveedores had agreed to grant, through its existing licensee and sub-licensee, a royalty-free license back to UDBC to use the Economy family of marks (i.e., ECONOMY, ECONOMY RENT A CAR and ECONOMY RENT-A-CAR). In order to fulfill the terms of that Agreement, Proveedores authorized the Nevada and Delaware licensees to use and license the newly-acquired mark. A written License was subsequently granted to UDBC by Petitioner Economy to enable UDBC to continue to use the ECONOMY RENT-A-CAR mark, as well as to use the registered ECONOMY and ECONOMY RENT-A-CAR marks, in the Van Nuys area where UDBC had long done business (see copy of License to UDBC from Petitioner is attached as **Exhibit 3**).

9. While a new written license/sublicense was not executed immediately upon acquiring the ECONOMY RENT-A-CAR mark, the license/sublicense was immediately authorized, made and approved by me (as President of both Proveedores and Economy Leasing) well prior to the date of the written License granted to UDBC, Inc. as shown in **Exhibit 3**. To clarify and further evidence that fact, a License *nunc pro tunc* and a Sub-License *nunc pro tunc* have since been executed by me and are attached hereto as **Exhibit 4** and **Exhibit 5**.

10. The Assignment from UDBC, Inc. enabled my company (Economy, the Petitioner in this case) to lawfully enter the California market and to begin negotiating and granting new licenses to use the marks ECONOMY, ECONOMY RENT-A-CAR, and ECONOMY RENT A CAR mark in that state (which it did beginning in April of 2012). The subsequent California Affiliate Agreements granted by the Petitioner involved the licensing not only of the registered ECONOMY and ECONOMY RENT A CAR marks in their stylized form, but also ECONOMY RENT-A-CAR in plain block lettering—which was enabled by the acquisition of the common law service mark rights from UDBC, Inc. An example of one such agreement concerning Petitioner's licensing of the ECONOMY RENT-A-CAR name and mark in plain block lettering is attached as **Exhibit 6**.

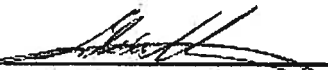
11. The Petitioner's licensed affiliates in California make their payments directly to Petitioner and that company routinely inspects their facilities for compliance with the licenses that have been granted to them. Not only does the Petitioner provide the signage for Affiliates, but it also pays for the internet advertising that drives potential

customers to those Affiliates. This is true not only for the California Affiliates (including UDBC, Inc.), but also for those located in other states, such as Florida, California, Pennsylvania, New York, Minnesota, Oklahoma, Alaska, Hawaii and Ohio.

* * * * *

The undersigned being hereby warned that willful false statements and the like so much made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, declares that he has executed this Declaration and that all statements made in that Declaration are believed to be true.

Dated: JUNE 2nd, 2014


Alejandro Muniz

ECONOMY RENT-A-CAR, INC.)	
)	
Petitioner,)	
)	
v.)	Cancellation No. 92055558
)	
EMMANOUIL KOKOLOGIANIS)	Registration No. 3256667
AND SONS, SOCIETE)	
ANONYME OF TRADE,)	
HOTELS AND TOURISM S.A.)	
)	
Respondent.)	
)	

The undersigned hereby certifies that a true and correct copy of the foregoing **DECLARATION OF ALEJANDRO MUNIZ** was served this 6th day of June, 2014, upon Respondent's counsel of record, *via* email, fax transmission and first class mail, postage prepaid, as identified below:

/Melissa Alcantara/
Melissa Alcantara, Esquire
Counsel for Petitioner

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF ALEJANDRO MUNIZ
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 3

TRADEMARK LICENSE AGREEMENT

This Agreement, made effective *nunc pro tunc* as of January 12, 2010, by and between Economy Rent-A-Car, Inc., a Delaware corporation, having its mailing address at 1209 Orange Street, Wilmington, Delaware 19801 (hereinafter "LICENSOR") and UD8C, Inc., having a business address at 7254 Sepulveda Blvd., Van Nuys, California 91405 (hereinafter "LICENSEE").

WITNESSETH

WHEREAS, LICENSOR, by virtue of its Sub-License Agreement with Economy Rent-A-Car Leasing, Inc., has the right to use, and authorize others to use, the following service marks in connection with the rental of vehicles services to others "ECONOMY", "ECONOMY RENT A CAR", and ECONOMY RENT-A-CAR (hereinafter collectively the "MARKS").

WHEREAS, LICENSEE is desirous of using, the MARKS in connection with its rental car business located in Van Nuys, California (hereinafter "LICENSED AREA").

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. GRANT OF TRADEMARK RIGHTS.

(a) LICENSOR hereby grants to LICENSEE, a non-exclusive and royalty free right and privilege to use the MARKS in the LICENSED AREA upon the terms and conditions set forth herein for the business of vehicle rental services (hereinafter the "Authorized Business").

(b) Nothing contained in this Agreement shall be construed as an assignment or grant to LICENSEE of any right, title, or interest in or to the MARKS, it being understood that all rights and goodwill relating thereto are reserved by LICENSOR, except for the license granted hereunder.

(c) LICENSEE acknowledges and affirms LICENSOR's rights and interest in and to the MARKS and agrees that it will not directly or indirectly attack or impair such rights or interests. LICENSEE further agrees not to file any applications for registration of the MARKS or any mark or term confusingly similar thereto.

2. TERM

The term of this License shall continue in force and effect for a period of five (5) years from the effective date of this Agreement. This Agreement shall automatically renew from year-to-year for additional one year periods, unless one party gives the other party written notice six (6) months prior to the expiration of the Agreement of its intent not to renew the Agreement.

3. LICENSEE'S OBLIGATIONS

(a) LICENSEE agrees to use its best efforts to promote the MARKS in the Licensed Territory. LICENSEE further agrees that all promotional and advertising materials bearing the MARKS shall meet the standards and level of quality set by LICENSOR.

(b) LICENSEE shall comply with all laws and regulations and obtain all appropriate government approvals pertaining to the promotion and sale of the Authorized Business services covered by this Agreement.

(c) LICENSEE shall assume all responsibilities resulting in any claims arising from any lawsuits brought against LICENSEE and/or LICENSOR that relate to any errors, negligence or misconduct associated with LICENSEE'S actions (including products provided under its vehicle rental services) and LICENSEE agrees to defend, hold harmless and indemnify LICENSOR in connection with any such claims.

4. QUALITY CONTROL

(a) In the event LICENSEE wishes to add any new services, or change the nature or quality of an existing service, LICENSEE shall first advise LICENSOR of the description of such service or the revised quality standard for an existing service. Unless LICENSOR shall have advised LICENSEE in writing of its objections to such new service, or change to an existing service, within sixty (60) days of receipt, LICENSOR shall be deemed to have approved such new service or change to existing service. If, however, LICENSOR deems any such new service not to be in compliance with its applicable standards or instructions and timely so advises LICENSEE of that decision, then LICENSEE shall immediately cease (and/or require any sub-licensee to cease) such use of the MARKS in the prohibited manner.

5. FORM OF USE

(a) LICENSEE shall comply with such standards and instructions as LICENSOR may establish from time to time with respect to the style, appearance and manner of use of the MARKS.

(b) Upon LICENSOR's request, copies or reproductions of all materials displaying the MARKS (such as advertising, promotional materials, signs and the like) used by it and/or its sub-licensees shall be promptly provided to LICENSOR for review as to form, quality and content.

(c) In accordance with LICENSOR's instructions, LICENSEE shall cease or modify any use of the MARKS that LICENSOR deems not to be in compliance with LICENSOR's applicable standards or instructions.

6. GOODWILL

(a) LICENSEE recognizes the value of the goodwill associated with the MARKS and acknowledges that all of the rights therein, as well as the goodwill attached thereto, inure solely to the benefit of LICENSOR. LICENSEE shall at all times recognize the validity of the MARKS and LICENSOR's rights therein. LICENSEE shall not, during the term of this Agreement or thereafter, attack, impair or put in issue any rights of LICENSOR in and to the MARKS, or attack the validity of the service mark authorization granted herein.

(b) The parties understand and agree that one of LICENSOR's objectives in entering into this Agreement is the further protection and enhancement of the licensed MARKS. Accordingly, the parties agree that it would be the result of a mutual mistake of fact if any activity permitted or contemplated hereunder threatened to injure or diminish the image or reputation of LICENSOR or of the MARKS. LICENSEE covenants and agrees that, notwithstanding any other provision of this Agreement, it will never intentionally take or continue any action which it knows, or has reason to know, would result in or cause a boycott of any service rendered under the MARKS, or threaten to injure or tarnish the image or reputation of LICENSOR or the MARKS. In the event any action taken by LICENSEE results, or threatens to result, in injury to LICENSOR or the MARKS, LICENSEE agrees promptly to take steps necessary to avoid or stop the occurrence of such injury to LICENSOR or the MARKS after receiving written notice thereof from LICENSOR.

7. PROTECTION OF RIGHTS

(a) LICENSEE agrees to assist LICENSOR in protecting and defending any of LICENSOR's rights in the MARKS, in the recording of this Agreement or any other relevant agreements, in the filing and prosecution of any applications or renewals relating to the registration of the MARKS, and in the doing of any other acts with respect to the MARKS, including the prevention of the use thereof by any unauthorized persons that, in the sole judgment of LICENSOR, may be necessary or desirable under any law, regulation or decree of the United States or any other country that may subsequently be included within the Licensed Territory.

(b) LICENSEE shall notify LICENSOR promptly in writing of any infringements or imitations by others of the MARKS which come to LICENSEE's attention. LICENSEE agrees to take no action of any kind relating to such infringement or imitations unless previously authorized in writing by LICENSOR. LICENSOR shall have the sole and exclusive right to determine whether or not any action shall be taken on account of any such infringements or imitations. If LICENSOR so desires, it may prosecute any claims or suits in its own name or join LICENSEE as a party thereto, all at LICENSOR's expense.

8. TERMINATION

(a) In the event of any breach of any term or condition of this License by LICENSEE, LICENSOR may terminate this License immediately upon written notice to LICENSEE. LICENSOR shall not be liable to LICENSEE for loss of profits or damages of any kind whatsoever or for any kind of severance benefits or compensation on account of or arising directly or indirectly from termination of or refusal to renew this License in accordance with the terms hereof, or for any expenditures, investments or commitments made by LICENSEE, and all rights and claims of that nature as may otherwise exist are hereby unconditionally and irrevocably waived by LICENSEE.

(b) Upon termination of this Agreement, LICENSEE agrees to immediately discontinue any use of the MARKS and to likewise require any sub-licensees to immediately discontinue further use of the MARKS, including any terms confusingly similar thereto and delete the same from their corporate or business name.

9. CONTROLLING LAW

(a) The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of Delaware.

(b) This Agreement shall be deemed to have been jointly drafted by all parties hereto and shall be construed in accordance with its fair meaning, and not strictly against any party.

10. NO IMPLIED WARRANTIES

Neither of the parties makes any warranty or representation to the other except as specifically set forth herein.

11. FURTHER DOCUMENTS

Each party shall, upon request, make, execute and deliver such documents as may be reasonably necessary or take such action as may be reasonably requested to fully implement and carry out the purposes of this Agreement.

8. BINDING EFFECT

In the event of acquisition or merger, all covenants, agreements, representations, warranties and indemnifications in this Agreement by and on behalf of either of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns.

1. ASSIGNMENT

This Agreement may not be assigned, transferred or sold, by LICENSEE without the prior written permission of LICENSOR.

4. NO FRANCHISE/JOINT VENTURE

Nothing contained herein shall be construed to place the parties in the relationship of franchisor/franchisee, partners or joint venturers, it being agreed and understood as well that each party is an independent

contractor and is not an agent or employee of the other party.

15. **FORCE MAJEURE**

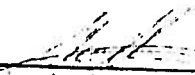
Neither party shall be liable for any loss or damage caused by failure or delay in the performance or fulfillment of any terms, obligations, provisions or conditions of this Agreement if such failure or delay arises either wholly or in part from any cause reasonably beyond the control of such party.

15. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the authorized use of the MARKS, and supersedes all prior negotiations, understandings and agreements, if any, between the parties. This Agreement may only be amended or modified by written instrument signed by the parties.

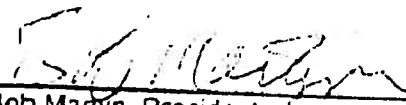
IN WITNESS WHEREOF, the parties hereto have executed this Sub-License Agreement on the dates indicated below.

ECONOMY RENT-A-CAR, INC.

By: 
Alejandro L. Muniz, President

Date: 2/16/13

UDBC, INC.

By: 
Bob Martyn, President

Date: 2-25-13

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF ALEJANDRO MUNIZ
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 6

ADDENDUM TO AFFILIATE AGREEMENT

Economy Rent A Car, Inc. a Delaware corporation, having its address at 1209 Orange Street, Wilmington, Delaware 19801, (hereinafter known as "Licensor") and Allied Rent A Car, Inc., doing business as Allied Rent A Car, a Nevada corporation having its address at 5280 West Century Blvd, Los Angeles, CA 90045 (hereinafter known as "Licensee") (Licensor and Licensee hereinafter collectively, the "Parties") hereby enter into and agree upon this Addendum to the April 20, 2012 Affiliate Agreement (hereinafter "Affiliate Agreement") executed by each of them, intending that this Addendum be effective as of the 15th day of March, 2013.

WITNESSETH:

WHEREAS, under Paragraph 3.1 and Paragraph 8.1 of the Affiliate Agreement, Licensee was not permitted or otherwise granted the right to use the Licensor's ECONOMY RENT-A-CAR name and service mark in connection with Licensee's business operations outside of the boundaries of the Operating Area;

WHEREAS, the Parties now wishes to permit the Licensee to have a limited right to the use of the ECONOMY RENT-A-CAR name and service mark for the area mentioned below in this Addendum, upon the same terms and restrictions as Licensee agreed to in the Affiliate Agreement;

WHEREAS, Licensee expressly agrees that it will abide by, and adhere to, all restrictions in the aforesaid Affiliate Agreement;

NOW, THEREFORE, for good and valuable consideration and the mutual obligations and undertakings expressed above, the parties hereby agree that Licensee shall have the limited right to use of the ECONOMY RENT-A-CAR name and service mark within the boundaries of the City of Santa Ana, California, not to exceed a 20-mile radius of Licensee's present place of business located at 1333 South Main St., Santa Ana, CA 92707 and to use the licensed mark under the same conditions as set forth in the aforesaid Affiliate Agreement marked Exhibit A.

Dated: March 5, 2013

ECONOMY RENT-A-CAR, INC.

By: 

Alejandro Muniz
President

Dated: March 15, 2013

ALLIED RENT-A-CAR, INC.

By: 

Matthew Arfa
CEO

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

DECLARATION OF ROBERT ("BOB") MARTYN

I, Robert ("Bob") Martyn, do hereby state and declare that:

1. I am the Vice President of UDBC, Inc. I have held that corporate position (as well as President during various times) since 1994. I am personally familiar with the facts set forth in this Declaration and, if called upon to testify to such matters at trial, could and would be able to competently do so.
2. UDBC, Inc. (hereinafter also referred to as "UDBC") is a California corporation that is, and always has been located and doing business as a rental car company in Van Nuys, California. UDBC has continuously and without interruption conducted its commercial operations since 1994 under the trade name and service mark **ECONOMY RENT-A-CAR** (also periodically used without hyphens).

3. UDBC's trade name and service mark ECONOMY RENT-A-CAR was initially adopted and first used by UDBC in December of 1993. Both the name and mark have been used with, and without, hyphens between the words "Rent A Car". The location of UDBC's rental car operations on Sepulveda Boulevard in Van Nuys rendered it close to LAX airport and on a heavily-traveled thoroughfare. This made it convenient for travelers coming into LAX to rent vehicles from my company.

4. Since 1994, UDBC has continuously had exterior pole signage at its place of business that displayed the mark ECONOMY RENT-A-CAR. That signage can be easily seen by travelers on Sepulveda Boulevard. **Exhibit 1** and **Exhibit 2** attached hereto are accurate photographs of that signage. Since 1994, UDBC has answered its phones by saying "Economy Rent A Car" and has continuously corresponded with its suppliers using the trade name "Economy Rent-A-Car". UDBC began advertising its ECONOMY RENT-A-CAR name and service mark in printed telephone directories (Yellow Pages and White Page listings) in 1994. Representative copies of the directories (directory covers and UDBC's listings/advertisements) are shown in **Exhibit**

3. In 2009, however, UDBC turned to promoting its mark, services, location and telephone number in internet directories.

5. In addition to its many advertisements in telephone directories over the years, UDBC has also promoted the ECONOMY RENT-A-CAR mark via advertising flyers between 1994 and the present date. Moreover, the Rental Car Agreements used by UDBC for many years with each and every rented vehicle also displayed the

ECONOMY RENT-A-CAR mark on them. Likewise, the trade name "Economy Rent-A-Car" has been continuously used by UDBC in dealing with its suppliers and on its business communications with others since at least as early as December of 1993.

* * * * *

The undersigned being hereby warned that willful false statements and the like so much made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, declares that he has executed this Declaration and that all statements made in that Declaration are believed to be true.

Dated: June 4, 2014

/Robert Martyn/
Robert (Bob) Martyn

ECONOMY RENT-A-CAR, INC.)	
)	
Petitioner,)	
)	
v.)	Cancellation No. 92055558
)	
EMMANOUIL KOKOLOGIANIS)	
AND SONS, SOCIETE)	Registration No. 3256667
ANONYME OF TRADE,)	
HOTELS AND TOURISM S.A.)	
)	
Respondent.)	
)	

The undersigned hereby certifies that a true and correct copy of the foregoing
DECLARATION OF ROBERT (“BOB”) MARTYN was served this 6th day of June,
2014, upon Respondent’s counsel of record, *via* email, fax transmission and first class
mail, postage prepaid, as identified below:

/Melissa Alcantara/
Melissa Alcantara, Esquire
Counsel for Petitioner

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF ROBERT MARTYN
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 1

ALPINE MOTORS
**AUTO
SALES**



(818)

901-1834

Liquor
ATM • MONEY OR

economy

Rent-A-Car

TACOS

MEXICAN FOOD

24 HOUR

OPENING

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF ROBERT MARTYN
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 2

economy
**RENT
A
CAR**

LOW LOW RATES

**ALPINE
MOTORS
ECONOMY
AUTO SALES**
901-111-1111

VISA

P-000340

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF ROBERT MARTYN
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 3 (PART 1)

Pacific Bell SMART YellowPages

A



10



"If it's not in here, maybe it doesn't exist."



San Fernando Valley East

Including North Hollywood, Sherman Oaks, Van Nuys and nearby communities

Keep Until November 1997
Area Code 818

RECYCLE
For more information
1-800-953-4450
www.pbell.com

P-000002

LOW LOW RATES ECONOMY

RENT-A-CAR

Gas Saver Toyotas and Larger American Cars

- LOW, LOW RENTAL RATES
- RENT BY DAY, WEEK OR MONTH
- CLEAN AIR CONDITIONED CARS
- COMPACT & MID SIZE
- TRUCKS, VANS, WAGONS

CUSTOMER PICK-UP AVAILABLE

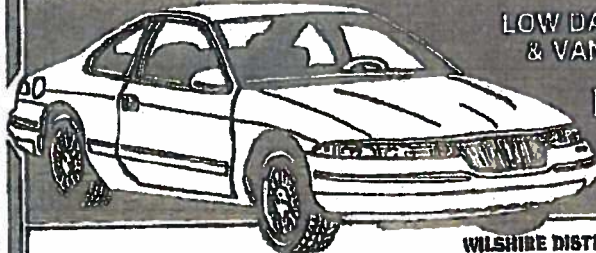
901-1828



7256 SEPULVEDA BLVD. • VAN NUYS
(1 Block North of Sherman Way)



**NEED AN EXTRA
SET OF WHEELS?**



LOW DAILY RATES FOR CARS, TRUCKS,
& VANS, 15 PASSENGER CLUB VANS

FREE PICK-UP & DELIVERY

Ask About Our
Executive Class
Leads BMW
Mercedes And More!

N. HOLLYWOOD/BURBANK
818 985-9770
4201 LANKERSHIM BLVD.

WILSHIRE DISTRICT
213
487-4700
2928 WILSHIRE BL.
SANTA MONICA
310
581-2411
1801 OCEAN AVE.

GLENDALE
818
240-7368
1231-A S. BRAND
ALLIANTORA
818
570-4258
1300 W. MAIN ST.

WEST LA/BEVERLY HILLS
310
826-4585
1800 S. SEPULVEDA
LA AIRPORT
310
330-4600
4900 CENTURY BLVD.

Automobile Renting (Cont'd)

BUDGET CAR AND TRUCK

RENTAL
Southern California
Area Rental Locations
Call Toll Free 800 821 1803
North Hollywood
4120 Lankershim St. 101 909 2809
Van Nuys
8891 N Sepulveda St. 711 909 3130
Burbank Airport
2720 N Hollywood Way 105 801 3622
Canyon Park
2130 Sherman Way 271 343 5541
Glendale 1001 E Brand St. 612 343 3442
Hollywood 313 455 5101
Please See Advertisement Page 208
Cash Car Rental 305 2799
Please See Advertisement Page 217

Clay Car Rental
4143 San Fernando Rd. 211 262 9792
Please See Advertisement Page 212
COAST TO COAST AUTO SALES
& RENTALS
3777 Van Nuys St. 711 901 0889
Please See Advertisement Page 212
Cyclone Van & Car Rental Inc.
4220 Rosetta St. 104 916 6082
CJ Valenti
17208 Ventura St. 3105 763 9446
LJ Valenti
16100 Ventura St. 3105 904 5306
E-Z Rent A Car
18203 Sherman Way 104 916 9070
Please See Advertisement Page 212
E-Z Rent A Car
18203 Sherman Way 104 916 9070
RENTAL RENT-A-CAR
7256 N Sepulveda St. 711 901 1828
Please See Advertisement Page 212

ENTERPRISE RENT-A-CAR
14430 Grand St. 310 904 2705
7741 El Estero St. 310 343 4427
18010 Reservoir Blvd. 310 916 8504
14230 Ventura St. 3105 904 5306
12043 Sherman Way 104 916 9070
8290 N Sepulveda St. 711 901 1828
18275 Reservoir Blvd. 310 916 8504
40511 Reservoir Blvd. 310 916 8504
10016 Ventura St. 3105 904 5306
33118 Calverton Boulevard West
Glendale 343 3442
11201 Magnolia St. 310 343 3442
2612 N Hollywood Way 612 343 3442
916 W Burbank St. 310 904 5306
12010 Reservoir Blvd. 310 916 8504
Out Of Town Reservations 800 821 1803
21301 Mulholland Dr. 310 343 3442
Please See Advertisement Page 202
Enterprise Rent A Car
4433 Reservoir Blvd. 310 343 3442
(Continued Next Page)

READY TO

SHAPE-UP?

REFER TO

THE HEALTH

AND WELL-BEING

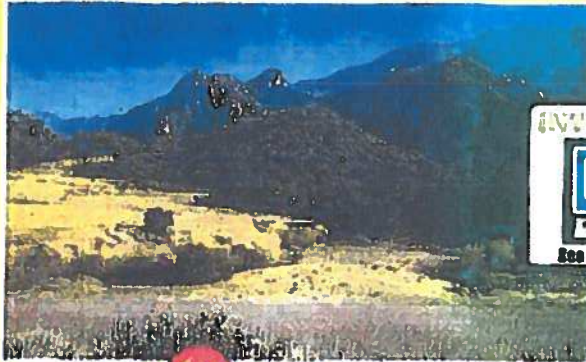
SUBJECT INDEX™.

Notes: _____

8r

Pacific Bell SMART Yellow Pages

A



to



"If it's not in here, maybe it doesn't exist."



San Fernando Valley West

Including Canoga Park, Northridge, Westlake Village, Woodland Hills and nearby communities

de Split!
de Back Cover.

Keep Until June 1998
Area Code 818*

RECYCLE
your old yellow pages
1-800-953-4100
for information

P-000007

LOW LOW RATES ECONOMY RENT-A-CAR

Gas Saver Toyotas and Larger American Cars

- LOW, LOW RENTAL RATES
- RENT BY DAY, WEEK OR MONTH
- CLEAN AIR CONDITIONED CARS
- COMPACT & MID SIZE
- TRUCKS, VANS, WAGONS

CUSTOMER PICK-UP AVAILABLE

901-1828



7256 SEPULVEDA BLVD. • VAN NUYS
(1 Block North of Sherman Way)



Automobile Renting (Cont'd)

BUDGET CAR AND TRUCK

RENTAL

Southern California
Area Rental Locations
Each Toll Free 800 221 121
Cabrera Park
8127 Sherman Way, Van Nuys 340 24
North Hollywood
8180 Laurel Canyon Blvd. 380 24
Van Nuys
1401 N Sepulveda Blvd. Van Nuys 380 24
Robert Alford
2280 N Hollywood Way, Van Nuys 341 34
Glendale
1001 S Brand St. Glendale 346 24
Thousand Oaks
2001 S Thousand Oaks Blvd. Thousand Oaks 706 11
Please See Advertisement Page 216

CHRYSLER RENTAL SYSTEM— AUTHORIZED DEALER CANYON PARK

DAVID ELIAS CHRYSLER-PLYMOUTH
INC. 21612 Buena Vista Blvd. Van Nuys 341 34

COAST TO COAST AUTO SALES

A RENTALS

9177 Van Nuys Blvd. Van Nuys 301 000
Please See Advertisement Next Page
Canyon Van & Car Rental Inc.
1610 Sepulveda Blvd. Van Nuys 396 64
Dollar Rent-A-Car
2191 S Thousand Oaks Blvd. Thousand Oaks 706 11
1-2 Rent-A-Car
10330 Sherman Way, Van Nuys 396 24
Please See Advertisement Next Page
1-2 Rent-A-Car 15040 Grand Van 380 24
1225 N Sepulveda Blvd. Van Nuys 380 24
Please See Advertisement This Page
(Continued On Page 221)

Please See SMART Yellow Pages •

The complete Shopping Guide at

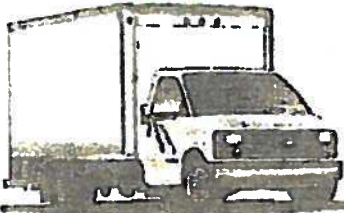
your fingertips.

ROYAL CAR & TRUCK RENTAL LOW RATES

Qualified Cash Deposits

MAJOR CREDIT CARDS ACCEPTED

Automobiles • Passenger Vans 7, 8, 12, 15
Truck Rentals One-Way & Local



10' & 14' Moving Van



Insurance Rates Available

Gov't / GSA / D.O.D Rates Military Welcome
Commercial Accounts Welcome

Customer Pick-up From Business, Home, Hotel & Repair Facility

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★ ALLSTAR Rent-A-Car

Prompt
Free
Customer
Pickup

Mon-Sun
8 am-6 pm

Cars
Vans &
Trucks

As Low As
\$21⁹⁵ per Day



\$0

ZERO DOWN LEASING
OF NEW & USED
CARS & TRUCKS

818-591-0221

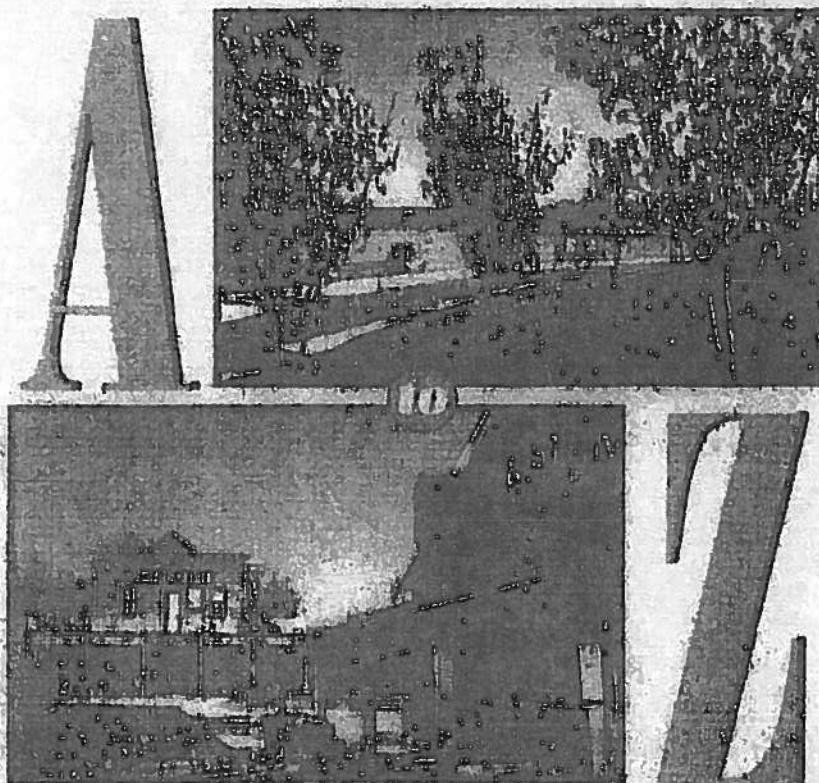
22846 Ventura Blvd.
One Block West of Fall Brook

AMERICA'S PRACTICAL ALTERNATIVE

For Other U.S. Locations Call 800-233-1663

Pacific Bell White Pages

BEST ISSUE AVAILABLE



Formerly Northwestern Area



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Area Code Split!
San Jacinto Peak Tower

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PAPER
50% POST-CONSUMER
WASTE

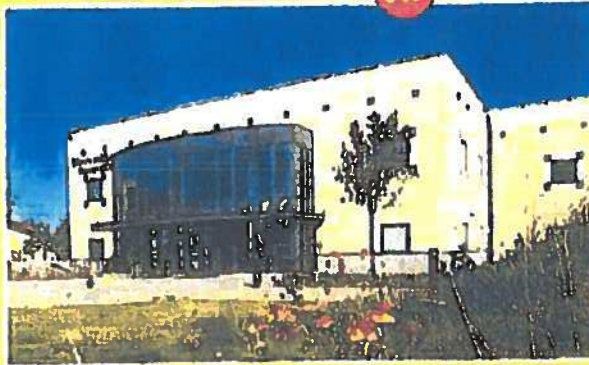
P-000012

Pacific Bell SMART Yellow Pages

A



PLUS
A HOUR A DAY
LOCAL
TALK



"If you can't do it with this, maybe it can't be done."



San Fernando Valley East

Including North Hollywood, Sherman Oaks, Van Nuys and nearby communities

Keep Until November 1998
Area Code 818

Code Split!
side Back Cover.

RECYCLE
With California's
1-800-953-4400
for information

P-000014

LOW LOW RATES ECONOMY RENT-A-CAR

Gas Saver Toyotas and Larger American Cars

- LOW, LOW RENTAL RATES
- RENT BY DAY, WEEK OR MONTH
- CLEAN AIR CONDITIONED CARS
- COMPACT & MID SIZE
- TRUCKS & VANS

CUSTOMER PICK-UP AVAILABLE

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7256 SEPULVEDA BLVD. • VAN NUYS
(1 Block North of Sherman Way)



MIDWAY RENT-A-CAR

SINCE 1972

FREE PICK-UP & DELIVERY LOW DAILY RATES



- CARS • TRUCKS • VANS
- COMPACTS TO FULL SIZE
- 15 PASSENGER CLUB VANS
- LUXURY CARS AVAILABLE
- BMW, LEXUS, MERCEDES & MORE

N. HOLLYWOOD/BURBANK
818 985-9770
4201 LANKERSHIM BLVD.

WILSHIRE DISTRICT
213
487-4700
2828 WILSHIRE BL.
SANTA MONICA
310
581-2411
1901 OCEAN AVE.

GLENDALE
818
240-7368
1231-A S. BRAND
ALHAMBRA
626
570-4258
1300 W. MAIN ST.

WEST LA/BEVERLY HILLS
310
826-4585
1800 S. SEPULVEDA
LA AIRPORT
310
330-4600
4900 CENTURY BLVD.

Automobile Renting (Cont'd)

Radio Auto North
22147 Sherman Way CPH 894 4799
Best A-Week 999 9919
Best A-Week
18738 Sherman Way N10 343 8041
Same Rent-A-Car
24092 Coolidge Rd Santa Monica .. 902 1845
Same Rent-A-Car
5403 Lankershim Bl N1N 508 0439
Same Rent-A-Car
5403 Lankershim Bl N1N 508 0441
Same Rent-A-Car 5403 Lankershim Bl N1N
From "Van Nuys" Telephone Call ... 999 8888
Same Rent-A-Car 5403 Lankershim Bl N1N
From "Van Nuys" Telephone Call ... 999 8888
Same Rent-A-Car
5403 Lankershim Bl N1N 902 0994
Same Rent-A-Car
7130 Sepulveda Bl V10 704 5983
Same Rent-A-Car 7130 Sepulveda Bl V10
5403 Lankershim Bl N1N 701 7344
Same Car & Truck Rental 800 545 6300

SHOOSHANT'S
AVON RENT-A-CAR
ON THE SUNSET
STRIP

8420 W Sunset Bl LA 213 650 2631
For Rates Call 213 650 3400
Or Call 213 650 5331

Sammy Car Rental
14911 Santa Monica Blvd 798 8800
Please See Advertisement Page 173
(Continued Next Page)

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a brand?

Use the
Brand Name
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in the green
Indexes
section.

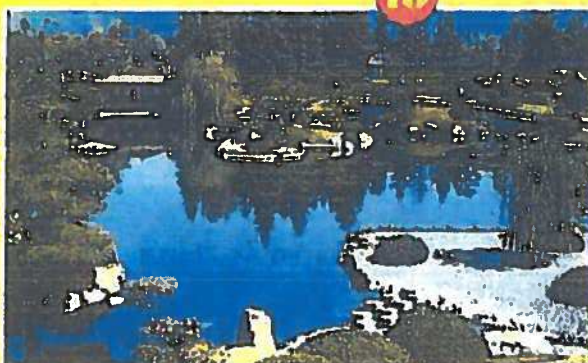


IRC

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A



10

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pages



**Map of new
area codes**
page 32 of Local Area Pages

Local Area Pages
including ZIP Codes &
Post Offices

Local Talk™
24 hour a-day information

**Listings of other
telecommunications
providers**

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advertising or
customer service**
call 1-800-248-2000

**Phone book
recycling**
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San Fernando Valley East

Including North Hollywood, Sherman Oaks, Van Nuys and nearby communities

Keep Until November 1999
Area Code 818

P-000016

Automobile Renting (Cont'd)

Panorama Sales & Leasing Inc.
15725 Roseme Blvd Northridge 893 5611
Poli Car & Truck Rental 727 9411
Please See Advertisement Next Page
Poli Car & Truck Rental 727 9411
Relay Auto North
22347 Sherman Wy CPH 884 4799
Rent A Wreck
18158 Sherman Wy Rds 800 479 7368
Please See Advertisement Next Page
Rent A Wreck 909 9919
Rent A Wreck
10840 Burbank St HH 623 4400
Rent-Wreck Inc.
3323 Calverly St HH 487 0180
Savon Rent A Car
5428 W Sepulveda St VTL 902 9396
Please See Advertisement Page 180
Savon Rent-A-Car
24895 Crenshaw Rd Santa Clarita 902 3845
Savon Rent-A-Car
5401 Lankershim St HH 508 0631
Savon Rent-A-Car
5401 Lankershim St HH 508 9841
Savon Rent-A-Car
5438 W Sepulveda St VTL 995 8528
Savon Rent-A-Car
7138 Shoop Ave CPH 704 3783
(Continued On Page 201)

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Pages®?
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Great Rates. Fun Cars

Gas Saver Toyotas



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• DAILY • WEEKLY • MONTHLY

• Compact & Mid Size

• Trucks & Vans

901-1828

Large American Cars

7286 SEPULVEDA BLVD. - VAN NUYS (1 Block North of Sherman Way)

LOCAL PICK-UP AVAILABLE

RELIABLE CARS • FAIR RATES OUTSTANDING SERVICE

This Is What We Do For You... Everyday!



CARS • VANS • TRUCKS

(NEW & USED)

DAILY • WEEKLY • MONTHLY

Our Services Include:

Pick-Up & Delivery

We Bill Your Insurance Company For You

ASK ABOUT OUR YELLOW PAGES SPECIAL!

18 - 25 YEARS OLD WELCOME!

COMMERCIAL ACCOUNTS SPECIALISTS

AUTOMOBILE SALES
AT WHOLESALE PRICES 265-0073



CITY
CAR RENTAL



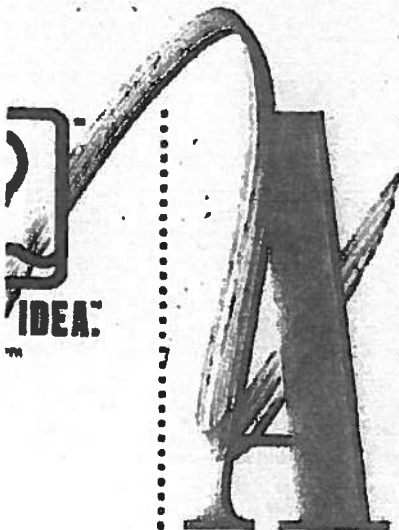
818-265-0073

800-694-4044

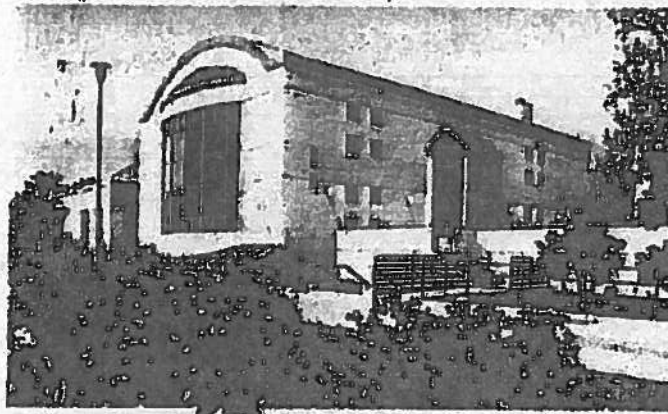
CALL FOR LOCATION NEAREST YOU

Pacific Bell SMART Yellow Pages

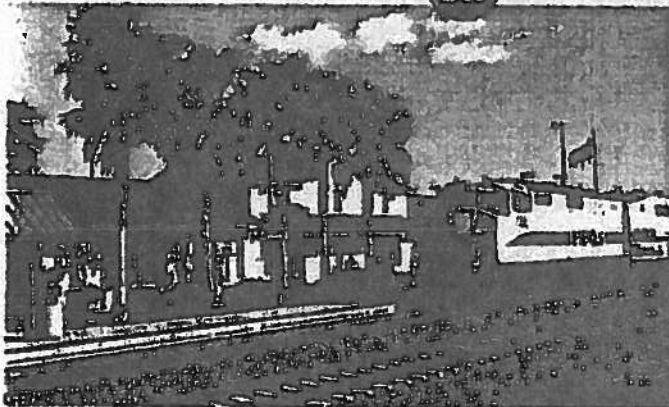
CA



IDEA:



60



Look for These Features

Internet Guide
following the
Internet headings



SMART
Coupons™
green-bordered
pages



Maps of new area codes
see Customer Guide
preceding the White Pages

Comprehensive Index
green sections preceding
the Yellow Pages

Listings of other
telecommunications
providers

To order U.S. phone
books, or reach advertis-
ing or customer service
call 1-800-999-8200

Phone book
recycling
call 1-800-999-4400



in Fernando Valley West

ing Canoga Park, Northridge, Westlake Village,
and Hills and nearby communities

Until July 2000
Code 818

PACIFIC BELL
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city and shopping guides
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P-000020

e Renting

..... 343 9660
to RI VN 902 9374
CPK 704 3933
CPK 719 9010
Corp Ctr
to RI VN 781 9368
to Rental 800 943 8200
SA
to Group
to WHB 591 0221
to
to 739 9838
(cont. Next Page)

The Index,
or guide to the
SMART Yellow Pages.

PROFESSIONAL
ARTpages.

smartpages.com

less Listings
y Guides
ping Guides
SBC Interactive

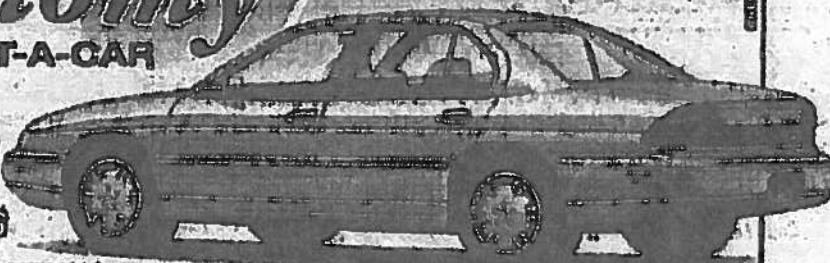
Billboard

Great Rates. Fun Cars

Gas Saver Toyota



RENT-A-CAR



LOW RENTAL RATES

• DAILY • WEEKLY • MONTHLY

• Compact & Mid Size

901-1828

Large American Cars

• Trucks & Vans

7235 SEPULVEDA BLVD. - VAN NUYS (1 block North of Sherman Way)



LOCAL PICK-UP AVAILABLE

Bestway

Rent A Car

CARS FROM
15.95 / DAY
99.95 / WEEK

www.bestwayrentacar.com

8-708-7838 OR 818-342-2004

Late Model Cars-Trucks-Vans
18 & Over Can Rent
Free Pick-Up & Return
Insurance Billing Accepted
CBON-EP Student Discount

Cash Deposits O.A.C.
Special Weekly-Monthly Rates
Special Shop Rates
Open 7 Days A Week
AAA-AARP-Senior Discount

(and Records Held, S of Vanowen) Next to Records Dodge

Affordable West

R & VAN RENTAL

995
PER DAY

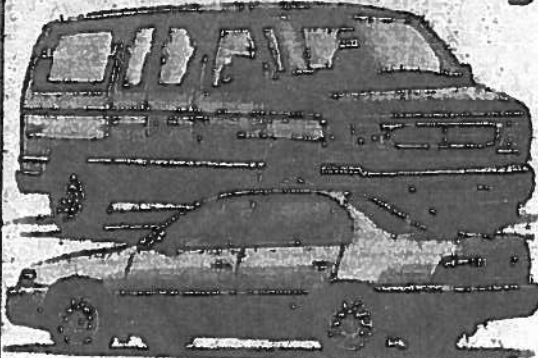
ASTROSTAR & ASTRO
PASSENGER VANS
from **\$45** per day
unlimited

WEEKEND
SPECIALS

CARGO
VANS
\$19.95

(818) 757-1731

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Affordable
Car & Van Rental

- Low low rates - daily, weekend, weekly & monthly
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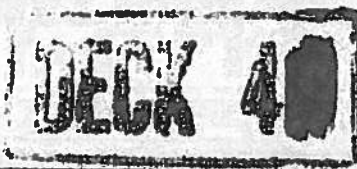
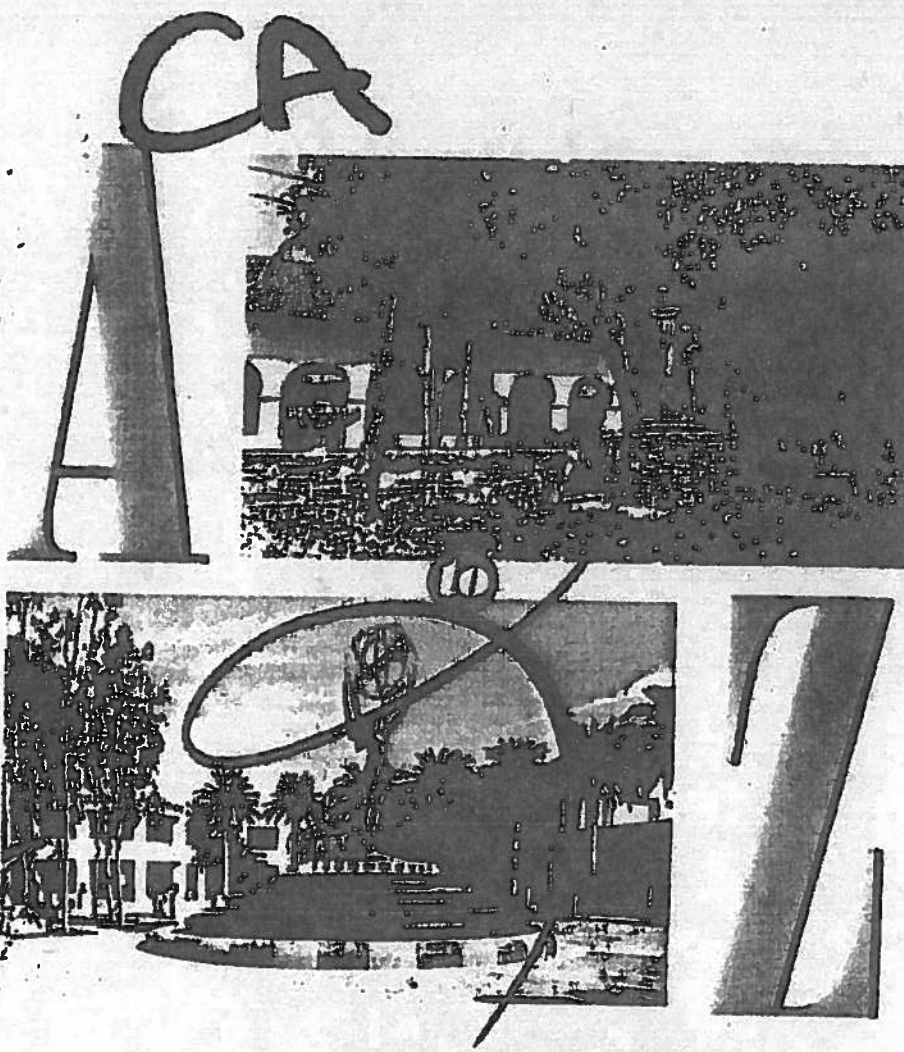
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BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

<hr/>)	
ECONOMY RENT-A-CAR, INC.)	
)	
Petitioner,)	
)	
v.)	Cancellation No. 92055558
)	
EMMANOUIL KOKOLOGIANIS)	Registration No. 3256667
AND SONS, SOCIETE)	
ANONYME OF TRADE,)	
HOTELS AND TOURISM S.A.)	
)	
Respondent.)	
<hr/>)	

**DECLARATION OF ROBERT MARTYN
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 3 (PART 2)

Automobile: Renting

21 Rent-A-Car
 22 H. Shoup & Co. 902 9396
 See Gas's Ad Page 211
 23 Rent-A-Car
 2311 Shoup & Co. 902 9396
 See Our Coupon in The Coupon Section
 24 Rent-A-Car 365 3150
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 25 Lankershim Blvd. 503 0635
 26 Rent-A-Car 7138 Shoup Ave. 701 1051
 27 InterRent Inc.
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 29 LACAR 6060 Vanowen St. 701 5100
 See Display Ad Page 221
 30 Rent-A-Car
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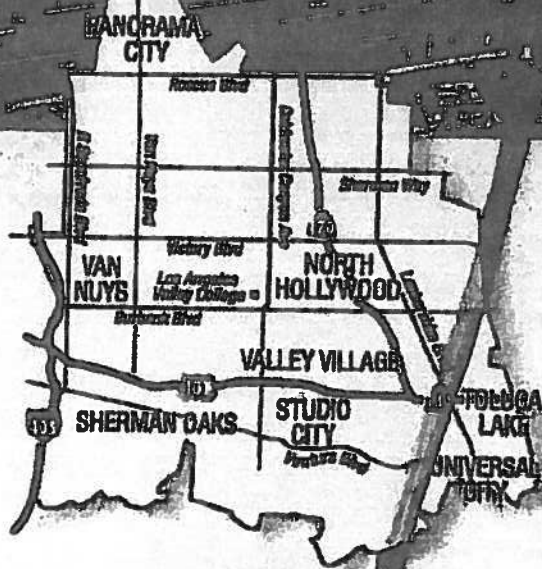
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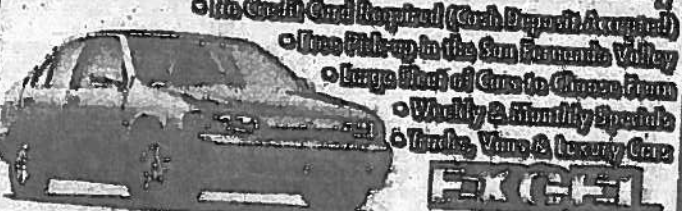
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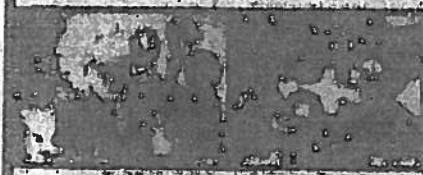
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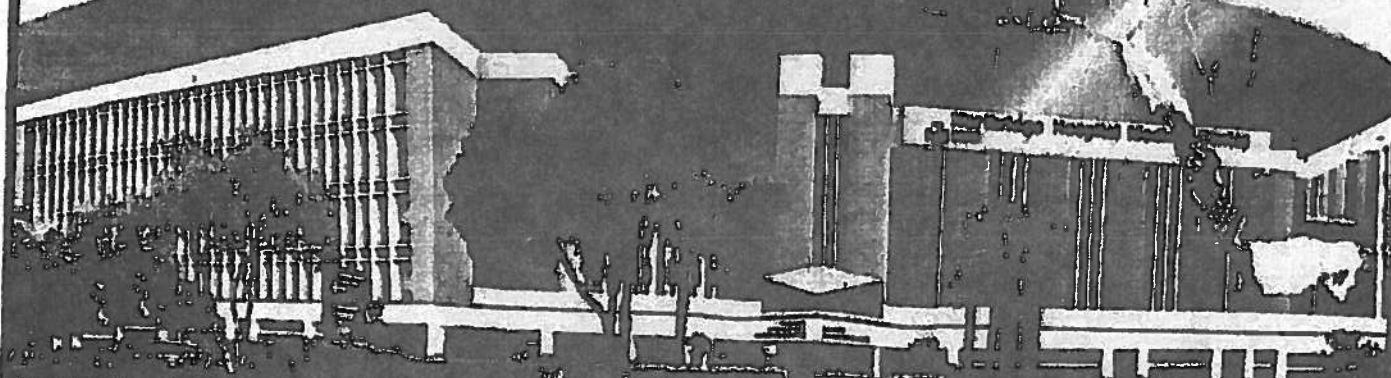
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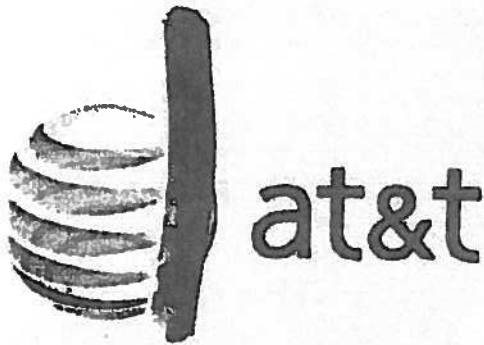
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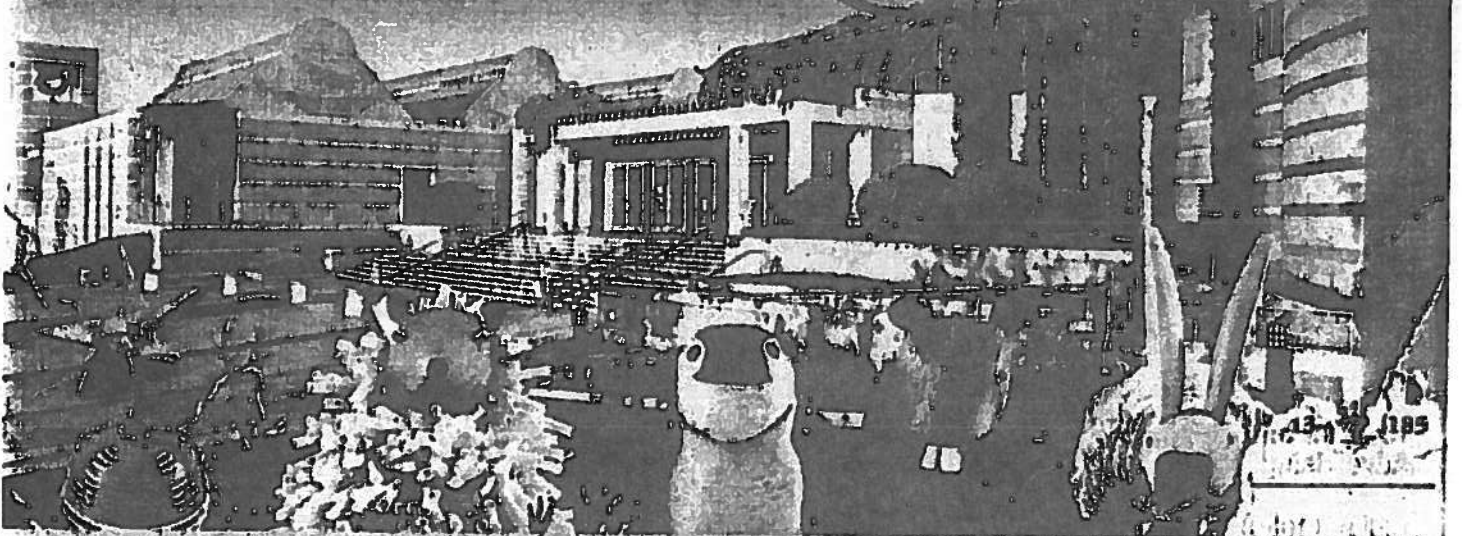
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

DECLARATION OF MELISSA ALCANTARA

I, Melissa Alcantara, do hereby state and declare that:

1. I am an associate of the law firm of Dickinson Wright PLLC, counsel for the Petitioner Economy Rent-A-Car, Inc. I have personal knowledge of the facts set forth in this Declaration and would testify competently to those facts if called upon to do so at trial in the action identified above.
2. Attached as Exhibit 1 is a true and accurate copy of pertinent portions of Respondent's Answer To Petitioner's Fourth Request For Admissions (Nos. 60-62, 80, 82).

3. Attached as Exhibit 2 is a true and accurate copy of pertinent portions of Respondent's Answer To Petitioner's First Set of Written Interrogatories (Nos. 8, 25, 28).
4. Attached as Exhibit 3 is a true and accurate copy of pertinent portions of Respondent's Response To Petitioner's First Request For Production Of Documents And Things (Nos. 5, 34, 35).
5. Attached as Exhibit 4 is a true and accurate copy of pertinent portions of Respondent's Answer To Petitioner's First Request For Admissions (Nos. 3, 9, 11).
6. Attached as Exhibit 5 is a true and accurate copy of pertinent portions of Respondent's Answer to Petitioner's Fourth Request For Admissions (Nos. 68, 84, 96).
7. Attached as Exhibit 6 is a true and accurate copy of pertinent portions of Respondent's [Supplemented] Answer to Petitioner's Third Request for Production of Documents and Things (No. 49).
8. Attached as Exhibit 7 is a true and accurate copy of pertinent portions of Respondent's Answer To Petitioner's Second Request For Admissions (No. 26).
9. Attached as Exhibit 8 is a true and accurate copy of pertinent portions of Respondent's Answer to Petitioner's Sixth Request for Admissions (No. 114).
10. Attached as Exhibit 9 is a true and accurate copy of pertinent portions of Respondent's Supplemental Answer to Petitioner's Third Request for Admissions (No. 38).

11. Attached as Exhibit 10 is a true and accurate copy of pertinent portions of Respondent's Answer to Petitioner's Second Request For Production of Documents and Things (No. 40).

12. Attached as Exhibit 11 is a true and accurate copy of pertinent portions of Respondent's Answer to Petitioner's Third Request for Production of Documents and Things (No. 48).

13. Attached as Exhibit 12 is a true and accurate copy of pertinent portions of Respondent's Supplemental Answer To Petitioner's Second Request for Admissions (Nos. 30, 31, 32).

14. Attached as Exhibit 13 is a true and accurate copy of pertinent portions of Respondent's Answer to Petitioner's Third Request for Admissions (No. 54).

15. Attached as Exhibit 14 is a true and accurate copy of Respondent's Answer to Petitioner's Sixth Request for Admissions (Nos. 100-113).

16. Attached as Exhibit 15 is a true and accurate copy of pertinent portions of Respondent's Supplemental Answer To Petitioner's Second Request For Production Of Documents And Things (No. 40).

* * * * *

The undersigned being hereby warned that willful false statements and the like so much made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, declares that she has executed this Declaration and that all statements made in that Declaration are believed to be true.

Dated: June 5, 2014



Melissa Alcantara

ECONOMY RENT-A-CAR, INC.)	
)	
Petitioner,)	
)	
v.)	Cancellation No. 92055558
)	
EMMANOUIL KOKOLOGIANIS)	Registration No. 3256667
AND SONS, SOCIETE)	
ANONYME OF TRADE,)	
HOTELS AND TOURISM S.A.)	
)	
Respondent.)	
)	

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 1

ECONOMY RENT-A-CAR INC.

Y.

Respondent.

Registration No. 3256667

Request No. 60:

Registrant presently promotes Registrant's Mark to persons visiting the Los Angeles area.

Response:

Admitted

Request No. 61:

Registrant currently offers its services under Registrant's Mark to members of the general public located in the Los Angeles area of California who have valid driving licenses.

Response:

Admitted

Request No. 62:

The services recited in Registration No. 3,256,667 include the rental of vehicles.

Response:

Admitted

Request No. 80:

Registrant and Petitioner both offer their services under their respective marks to the same class of consumers in the State of California.

Response:

Registrant admits that the relevant public for the services offered under Registrant's Mark, and for the services Petitioner alleges it offers under its mark, both include the same class of consumers in the Los Angeles region of the State of California. Registrant lacks the

necessary knowledge and information to enable it to admit or deny the remainder of this request, and is not in a position to make further inquiry, in that such information is proprietary to Petitioner.

Request No. 82:

Registrant has never provided any vehicles for rental in the U.S. under Registrant's Mark.

Response:

Registrant admits that it has not, to date, provided vehicles for rental in the U.S. under Registrant's Mark in the exact form it was registered.

###

Registrant's Answer to Petitioner's Fourth Request for Admissions

**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism S.A.**

May 6, 2013

Through counsel: /sharon gobat/

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Sharon Gobat, Esq.
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Switzerland
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Fax: 011 4171 230 1001
Email: moetteli@davincipartners.com
Email: gobat@davincipartners.com

Counsel For Respondent

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 4

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Registration	§	
No.: 3,256,667	§	
Registration Date: 2007-06-26	§	Cancellation No.
ECONOMY RENT-A-CAR, Inc.,	§	92055558
Petitioner	§	
v.	§	
Emmanouil Kokologiannis and Sons,	§	Atty Ref No. MUS-E026-001-C
Societe Anonyme of Trade,	§	
Hotels and Tourism S.A	§	
Registrant/Respondent		

**RESPONDENT'S ANSWER TO PETITIONER'S FIRST REQUEST FOR
ADMISSIONS**

Pursuant to Rule 36 of the Federal Rules of Civil Procedure (applicable to these proceedings under Section 2.120 of the Trademark Rules of Practice), Respondent, through its undersigned counsel, hereby answers Petitioner's requests to admit or deny the truth of the following matters within thirty (30) days from the date of service thereof.

Request No. 3:

Registrant does not display Registrant's Mark in the United States on any signage or printed promotional materials located within, or closely associated with, any vehicles rented or reserved under Registrant's Mark.

Response:

ADMITTED and DENIED

The following fact is admitted, but the remainder of the Request No. 3 is denied.

It is admitted that Registrant itself does not display Registrant's Mark in the United States on signage or printed promotional materials closely associated with vehicles rented or reserved under Registrant's Mark.

Registrant denies that no signage or printed promotional materials bearing Registrant's Mark have appeared at United States rental service locations in close association with vehicles rented to Registrant's customers. On some occasions, it has come to the attention of Registrant that signage with Registrant's Mark has appeared at rental service locations operated by Registrant's subcontractors. Registrant has requested that such signage should be removed, because Registrant often has agreements with more than one subcontractor in a given location, and if signage appears associated with only one subcontractor, it can mislead customers.

Request No. 9:

Registrant rendered no services under Registrant's Mark in the United States before 2009.

Response:

DENIED

Starting at least as early as 2004, Registrant's services were purchased by United States residents, such services being offered and sold under a word-mark equivalent of

Registrant's Mark, and such services being the rental of vehicles in locations outside the United States. Starting at least as early as 2008, Registrant advertised on its web page, using the legal equivalent of Registrant's Mark, to United States residents who purchased Registrant's services for car rentals physically occurring in various locations outside the United States. Starting in 2009, through agreements with subcontractors based in the United States, Registrant has been rendering the services of providing rental cars physically located in the United States.

Request No. 11:

The Voucher Contracts which Registrant provides to its customers do not display the Registrant's Mark as it is registered under Registration No. 3,256,667.

Response:

ADMITTED and DENIED

It is admitted that the Voucher Contracts which Registrant provides to its customers do not display the Registrant's Mark exactly as it is registered under Registration No. 3,256,667. Upon information and belief, the Request No. 11 is denied on the basis of Registrant's opinion that the Mark displayed on the Voucher Contracts is the legal equivalent of Registrant's Mark.

§ § §

Answer to Petitioner's First Request for Admissions

**EMMANOUIL KOKOLOGIANIS
AND SONS, , SOCIETE ANONYME
OF TRADE, HOTELS AND
TOURISM S.A.**

October 25, 2012

By: /s john moetteli/

John Moetteli, Esq.

Sharon Gobat, Esq.

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Switzerland

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Fax: 011 4171 230 1001

Email: moetteli@davincipartners.com

Email: gobat@davincipartners.com

Counsel For Respondent

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Registration	§	
No.: 3,256,667	§	
Registration Date: 2007-06-26	§	Cancellation No.
ECONOMY RENT-A-CAR, Inc.,	§	92055558
Petitioner	§	
v.	§	
Emmanouil Kokologiannis and Sons,	§	Atty Ref No. MUS-E026-001-C
Societe Anonyme of Trade,	§	
Hotels and Tourism S.A	§	
Registrant/Respondent		

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing of the attached:

**RESPONDENT'S ANSWER TO PETITIONER'S FIRST REQUEST FOR
ADMISSIONS**

is being served on the Petitioner by email, and by fax to 001 202 659-1559 upon

Samuel D. Littlepage, Esquire
Nicole M. Meyer, Esquire
Melissa Alcantara, Esquire
DICKINSON WRIGHT PLLC
International Square Building
1875 Eye Street, N.W., Suite 1200
Washington, DC. 20008-5420
Fax: (202) 659-1559
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trademark@dickinsonwright.com
malcantara@dickinsonwright.com

Date: 25 October 2012

/s Sharon Gobat/

Name: Sharon Gobat

for John Moetteli
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 5

ECONOMY RENT-A-CAR INC.	§	
	§	
Petitioner,	§	
	§	
v.	§	Cancellation No. 92055558
	§	
EMMANOUIL KOKOLOGIANIS	§	Registration No. 3256667
AND SONS, SOCIETE	§	
ANONYME OF TRADE,	§	
HOTELS AND TOURISM S.A.	§	
	§	
Respondent.	§	
	§	

Pursuant to Rule 36 of the Federal Rules of Civil Procedure (applicable to these proceedings under Section 2.120 of the Trademark Rules of Practice), Respondent, through its undersigned counsel, hereby answers Petitioner's requests to admit or deny the truth of the following matters within thirty (30) days from the date of service thereof.

These answers are to be interpreted in accordance with the "Definition Of Terms" set forth in the Petitioner's First Request for Admissions, and in accordance with additional Definitions provided by Respondent with these answers.

A. The term "Registrant", unless otherwise stated, means Emmanouil Kokologiannis And Sons, Societe Anonyme of Trade, Hotels And Tourism S.A..

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Request No. 68:

Customers of Registrant routinely refer to Registrant as "Economy Car Rental".

Response:

Registrant admits that customers of Registrant routinely refer to Registrant as "Economy Car Rentals". Registrant denies that customers of Registrant routinely refer to Registrant as "Economy Car Rental".

Request No. 84:

There has been no display Registrant's Mark in the United States on any signage or printed promotional materials that has been authorized by Registrant and which was located within, or closely associated with, any vehicles rented or reserved under Registrant's Mark.

Response:

Admitted

Request No. 96:

The dominant and most common way the Registrant has displayed its service mark during the past five years is as follows:



Response:

Admitted

###

Registrant's Answer to Petitioner's Fourth Request for Admissions

**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism S.A.**

May 6, 2013

Through counsel: /sharon gobat/

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Sharon Gobat, Esq.
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Counsel For Respondent

ECONOMY RENT-A-CAR INC.

 γ_0

Respondent.

Registration No. 3256667

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Email: malcantara@dickinsonwright.com

/sharon gobat/

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 6

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR INC.	§	
	§	
Petitioner,	§	
	§	
v.	§	Cancellation No. 92055558
	§	
EMMANOUIL KOKOLOGIANIS	§	Registration No. 3256667
AND SONS, SOCIETE	§	
ANONYME OF TRADE,	§	
HOTELS AND TOURISM S.A.	§	
	§	
Respondent.	§	
	§	

**RESPONDENT'S ANSWER TO PETITIONER'S THIRD REQUEST FOR
PRODUCTION OF DOCUMENTS AND THINGS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Respondent has been requested to produce, for inspection and copying, at the offices of Dickinson Wright PLLC, the following documents and things.

To the extent that Respondent contends that any document requested is confidential, Petitioner agrees to receive such documents under the terms of the Protective Order that is already in place in this proceeding.

I. DEFINITIONS

Unless otherwise indicated in Respondent's answer to an individual document request, this response to Petitioner's request for documents is to be interpreted pursuant to the Definitions set forth in Petitioner's Second Request for Production of Documents and Things, with the following exceptions. Respondent objects to the provision of computer disks, diskettes, drives, drums, input memory, magnetic tapes, microfilm, microfiche, object

DOCUMENT REQUEST NO. 49:

A true and correct copy of all documents published or distributed in the United States by Registrant during the past ten years in the United States which display the Registered Mark in the exact form that it was registered under Reg. No. 3,256,667 in

connection with: (a) transportation by car services; (b) organization of travel services;
(c) arranging of travel tour services; and (d) car rental services.

June 1, 2013

Re: Economy Rent-A-Car Inc. v. Emm. Kokologiannis and Sons

Your Reference: 39172-0039

MEMORANDUM

From: Sharon Gobat, Esquire

Da Vinci Partners LLC, *Of Counsel*

Response to letter from Petitioner's counsel of April 15th, 2013

Document Requests

The letter requests Registrant's further attention to its answers to 26 of Petitioner's Document Requests. These will be addressed individually in the following paragraphs.

Document Request No. 49

Registrant now understands this request as asking for documents that show Registrant's Mark in the exact form that it was registered, displayed on physical (e.g. paper) media, and published or distributed in the United States during the past ten years. Registrant affirms its answer that upon information and belief, no such documents exist.

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 7

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of Registration	§	
No.: 3,256,667	§	
Registration Date: 2007-06-26	§	Cancellation No.
ECONOMY RENT-A-CAR, Inc.,	§	92055558
Petitioner	§	
v.	§	
Emmanouil Kokologiannis and Sons,	§	Atty Ref No. MUS-E026-001-C
Societe Anonyme of Trade,	§	
Hotels and Tourism S.A	§	
Registrant/Respondent		

**RESPONDENT'S ANSWER TO PETITIONER'S SECOND REQUEST FOR
ADMISSIONS**

Pursuant to Rule 36 of the Federal Rules of Civil Procedure (applicable to these proceedings under Section 2.120 of the Trademark Rules of Practice), Respondent, through its undersigned counsel, hereby answers Petitioner's requests to admit or deny the truth of the following matters within thirty-five (35) days from the date of service thereof.

Request No. 26:

Registrant has no documentary evidence of any of its customers booking the rental of a car for use in the United States prior to 2009.

Response:

ADMITTED

Answer to Petitioner's Second Request for Admissions

**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism S.A.**

February 11, 2013

By: /sharon gobat/

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Sharon Gobat, Esq.
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Switzerland
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Counsel For Respondent

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 8

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**RESPONDENT'S ANSWER TO PETITIONER'S SIXTH REQUEST FOR
ADMISSIONS**

Pursuant to Rule 36 of the Federal Rules of Civil Procedure (applicable to these proceedings under Section 2.120 of the Trademark Rules of Practice), Respondent, through its undersigned counsel, hereby answers Petitioner's requests to admit or deny the truth of the following matters within thirty (30) days from the date of service thereof.

These answers are to be interpreted in accordance with the "Definition Of Terms" set forth in the Petitioner's Sixth Request for Admissions, reproduced below.

Definition Of Terms

A. The term "Registrant" means Emmanouil Kokologiannis And Sons, Societe Anonyme Of Trade, Hotels And Tourism S.A., as well as its predecessors-in-interest, subsidiaries, parent companies, sister companies, related companies, licensees, assignees, and their officers, directors, employees, agents, representatives, and majority stockholders.

B. The term "Petitioner" means Economy Rent-A-Car, Inc., the named Petitioner in the above-styled proceeding.

Request No. 114:

Registrant first rented, or booked for rental, a vehicle in the United States under Registrant's mark to a United States resident on February 28, 2009.

Response:

Admitted.

#

Registrant's Answer to Petitioner's Sixth Request for Admissions

**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism S.A.**

June 4, 2013

Through counsel: /sharon gobat/

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Sharon Gobat, Esq.
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Email: gobat@davincipartners.com

Counsel For Respondent

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR INC.	§	
	§	
	§	
Petitioner,	§	
	§	
v.	§	Cancellation No. 92055558
	§	
EMMANOUIL KOKOLOGIANNIS	§	Registration No. 3256667
AND SONS, SOCIETE	§	
ANONYME OF TRADE,	§	
HOTELS AND TOURISM S.A.	§	
	§	
Respondent.	§	
	§	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Respondent's Answer to Petitioner's Fifth Request for Admissions is being served upon Counsel for the Petitioner, via email, by fax, and by Priority Mail, as identified below:

Samuel D. Littlepage, Esquire
Nicole M. Meyer, Esquire
Melissa Alcantara, Esquire
DICKINSON WRIGHT PLLC
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Email: malcantara@dickinsonwright.com

Date: June 4, 2013

/sharon gobat/
Sharon Gobat, Esq.
Counsel for Respondent

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 9

ECONOMY RENT-A-CAR INC.	§	
	§	
Petitioner,	§	
	§	
v.	§	Cancellation No. 92055558
	§	
EMMANOUIL KOKOLOGIANIS	§	Registration No. 3256667
AND SONS, SOCIETE	§	
ANONYME OF TRADE,	§	
HOTELS AND TOURISM S.A.	§	
	§	
Respondent.	§	
	§	

Respondent, through its undersigned counsel, hereby provides supplemental answers to Petitioner's requests to admit or deny the truth of the following matters.

Definition Of Terms

•

purchase of Registrant's services, including voucher contracts, where either the customer is a United States resident or the vehicle rental occurs physically in the United States.

- 8) Use of the legal equivalent of Registrant's Mark in any of the manners and contexts described above.

E. The term "United States" means the several States of the United States, the District of Columbia, and the commonwealths, territories, and possessions of the United States.

Admission Requests With Corresponding Responses and Supplemental Responses

Request No. 38:

Registrant's affiliates and/or subcontractors do not use Registrant's Mark, in the form it was actually registered in the U.S. Patent And Trademark Office, during the rental process of vehicles.

Response:

Registrant objects to this request on the basis that it seeks admission of facts that are not relevant to any claim or defense in the proceeding. Registrant objects to this request on the basis that it is unreasonably cumulative and duplicative of Petitioner's previous discovery requests. Registrant further objects to this request because it is vague and ambiguous, due to the use of the term "and/or", to the inclusion of both affiliates and subcontractors in one request, and to the lack of definition for the terms "affiliates", "subcontractors", and "during the rental process". In earlier answers to Petitioner's discovery requests, Registrant has provided sufficient information to allow Petitioner to specify an applicable definition for the terms "affiliate" and "subcontractor" in the context of this request. Registrant is fully aware that the term "affiliate" has a meaning in the context of Petitioner's business that is completely different from its meaning in the context of

Registrant's business. The cumulative effect of the foregoing attributes of this request make it impossible for Registrant to answer, as it is impossible to answer an Admission Request that is asking at least two questions, and that appears to be an Interrogatory disguised as a Request for Admission. Registrant further objects to this request because it asks Registrant to admit facts concerning the behavior of third parties, and such facts cannot be expected to be fully known by Registrant.

Supplemental Response:

Petitioner's counsel has clarified the meaning and relevance of this request, and accordingly Registrant withdraws its objections, and states the following:

It is Registrant's understanding that in this request, the term "during the rental process of vehicles" means the time starting when Registrant's customer presents his ECONOMY CAR RENTALS Voucher Contract to the agent of Registrant's U.S. subcontractor at the subcontractor's location, and ending when Registrant's customer returns the vehicle to Registrant's subcontractor's location. Therefore, since Registrant's affiliates are not involved during this period, the request is inapplicable to them.

It is admitted that Registrant's subcontractors, i.e. companies providing vehicles in the U.S. to Registrant's customers, do not use Registrant's Mark in the exact form in which it was registered under Registration No. 3, 256,667.

Supplemental Responses to Petitioner's Third Request for Admissions

**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism S.A.**

May 28, 2013

By: /sharon gobat/

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Counsel For Respondent

ECONOMY RENT-A-CAR INC.	§	
	§	
	§	
Petitioner,	§	
	§	
	§	
v.	§	Cancellation No. 92055558
	§	
EMMANOUIL KOKOLOGIANIS	§	
AND SONS, SOCIETE	§	
ANONYME OF TRADE,	§	Registration No. 3256667
HOTELS AND TOURISM S.A.	§	
	§	
	§	
	§	
Respondent.	§	
	§	

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 10

ECONOMY RENT-A-CAR INC.	\$	
	\$	
Petitioner,	\$	
	\$	
v.	\$	
	\$	Cancellation No. 92055558
EMMANOUIL KOKOLOGIANIS	\$	
AND SONS, SOCIETE	\$	
ANONYME OF TRADE,	\$	Registration No. 3256667
HOTELS AND TOURISM S.A.	\$	
	\$	
Respondent.	\$	
	\$	

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DOCUMENT REQUEST NO 40:

All Voucher Contracts issued by Registrant which display "Registrant's Mark" in the form it was actually registered under Reg. No. 3,256,667—as opposed to what Registrant believes to be the "legal equivalent" of that mark.

Answer:

Because the Voucher Contracts in question are generated in an automated process as a result of an actual booking by a customer, the form in which Registrant's Mark is displayed on the Voucher Contract is partially determined by modalities of the customer's booking access. In principle, Registrant's Mark as it appears on the customer's Voucher Contract is the legal equivalent of the Mark. Although it is possible that Registrant's Mark exactly as registered under Reg. No. 3,256,667 can appear on the customer's Voucher Contract, upon information and belief, Registrant is not aware at this time of any Voucher Contracts that correspond to Petitioner's Document Request No. 40.

###

**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism
S.A.**

December 4, 2012

By: /sharon gobat/

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ECONOMY RENT-A-CAR INC.

Petitioner,

v.

EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.

Respondent.

Cancellation No. 92055558

Registration No. 3256667

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Respondent's Answer to Petitioner's Second Request for Production of Documents and Things is being served upon Counsel for the Petitioner, via email, by fax, and by Priority Mail, as identified below:

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Date: December 4, 2012

/sharon gobat/

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 11

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ECONOMY RENT-A-CAR INC.

Petitioner,

v.

EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**RESPONDENT'S ANSWER TO PETITIONER'S THIRD REQUEST FOR
PRODUCTION OF DOCUMENTS AND THINGS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Respondent has been requested to produce, for inspection and copying, at the offices of Dickinson Wright PLLC, the following documents and things.

To the extent that Respondent contends that any document requested is confidential, Petitioner agrees to receive such documents under the terms of the Protective Order that is already in place in this proceeding.

I. DEFINITIONS

Unless otherwise indicated in Respondent's answer to an individual document request, this response to Petitioner's request for documents is to be interpreted pursuant to the Definitions set forth in Petitioner's Second Request for Production of Documents and Things, with the following exceptions. Respondent objects to the provision of computer disks, diskettes, drives, drums, input memory, magnetic tapes, microfilm, microfiche, object

DOCUMENT REQUEST NO. 48:

Copies of all Voucher Contracts displaying the Registrant's Mark (as actually registered in the U.S. Patent and Trademark Office) that were issued by Registrant within the past ten years to any United States residents for the rental of any vehicles within the United States.

Answer:

Registrant objects to Petitioner's Document Request No. 48 because it is redundant, and relates only to a question that has already been answered. Notwithstanding this objection, Registrant repeats that upon information and belief, no such documents exist.

#

**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism S.A.**

February 11, 2013

By: /sharon gobat/

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Counsel for Respondent

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ECONOMY RENT-A-CAR INC.

Petitioner,

v.

EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.

Respondent.

Cancellation No. 92055558

Registration No. 3256667

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Respondent's Answer to Petitioner's Third Request for Production of Documents and Things is being served upon Counsel for the Petitioner, via email, by fax, and by Priority Mail, as identified below:

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Date: February 11, 2013

/sharon gobat/

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Counsel for Respondent

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 12

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**RESPONDENT'S SUPPLEMENTAL ANSWER TO PETITIONER'S SECOND
REQUEST FOR ADMISSIONS**

Respondent, through its undersigned counsel, hereby provides supplemental answers to Petitioner's requests to admit or deny the truth of the following matters.

These answers are to be interpreted in accordance with the "Definition Of Terms" set forth in the Petitioner's Second Request for Admissions, and in accordance with additional Definitions provided by Respondent with these answers.

Definition of Terms

A. The term "Registrant" means Emmanouil Kokologiannis And Sons, Societe Anonyme of Trade, Hotels And Tourism S.A., as well as its predecessors-in-interest, subsidiaries, parent companies, sister companies, related companies,

Request No. 30:

Exhibit 4 attached hereto is a true and correct copy of Respondent's current website.

Response:

Registrant objects to Petitioner's Admission Request No. 30, to the extent that it unfairly implies that Registrant owns only one website, and because it does not define "current." If "current" is defined as the date Exhibit 4 was created, apparently December 6, 2012, then Exhibit 4 is probably a true and correct copy of one of Respondent's websites, www.economycarrentals.com, as it appeared on that date in most instances. To Registrant's knowledge, there are no snapshots available in any web archive for the site on December 6, 2012. Thus, Registrant has insufficient knowledge to answer Petitioner's Admission Request No. 30. Exhibit 4 is not a true and correct copy of Registrant's current website located at www.economycarrentals.com, because some parts of the site have been altered since December 6, 2012.

Supplemental Response:

Registrant qualified its original response to this request by stating that Registrant's website as seen by the public would have appeared as it does in Petitioner's Exhibit 4 "in most instances". The qualification of "most instances" was made because for some users, depending on their previous interaction with Registrant's web advertising or with Registrant's websites, the user's computer display will have shown slight variations from the example in Petitioner's Exhibit 4. Otherwise, Registrant admits that Petitioner's Exhibit

4 is a true and correct copy of one of Registrant's numerous websites, located at www.economycarrentals.com, as it appeared on December 6, 2012.

Request No. 31:

The "Economy Car Rentals" trademark, as it appears on the website at Exhibit 4, has appeared in this identical format on this website for the previous four years.

Response:

Registrant objects to Petitioner's Admission Request No. 31, because the wording, "The 'Economy Car Rentals' trademark", is indefinite and ambiguous. Without a clear and definite understanding of what the term refers to, it is not possible to answer this request. Under some of the possible meanings of the term, the statement would not be true. Therefore, notwithstanding the objection, Petitioner's Admission Request No. 31 is

DENIED

Supplemental Response:

Interpreting the term "Economy Car Rentals trademark" to mean the mark shown below (and in Registrant's answer to Petitioner's Admission Request No. 52), Registrant admits the request.



Request No. 32:

Respondent's trademark, as registered with the United States Patent and Trademark Office, does not appear on Exhibit 4, attached hereto.

Response:

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Registrant objects to Request No. 32, because it is unnecessary, as the answer is self-evident, and also because the answer is inconsequential, given that Exhibit 4 is only a snapshot of one of the Registrant's websites at one point in time. Due to the vagueness and confusion engendered by Petitioner's Admission Requests 30, 31, and 32 taken together, Registrant has insufficient knowledge to answer Petitioner's Admission Request No. 32.

Supplemental Response:

Based on clarification of this request provided by Petitioner's counsel, Registrant admits that Registrant's Mark, in the exact form that it was registered with the U.S. Patent and Trademark Office, does not appear on Petitioner's Exhibit 4.

EXHIBIT 4



Live Support
24/7 Hotline

Home | Cheap Economy | Deals | Locations | Travel Tips | Media | Language



Search for Cheap Car Rental

Type in City or Airport Code

Return car to another location?

Rental Start

dd-mm-yyyy

12:00

Rental End

dd-mm-yyyy

12:00

Driver Age

Car category

Small

I live in

Currency

USA

USD

Search

Why book with us?

No cancellation fee

No credit card fees

No hidden fees

We show you FINAL - END PRICES
No surprises at the desk!

Best Brands At Lowest Prices!

Hertz

AVIS

Alamo

SIXT

National
Car Rental

Europcar

Enterprise

Budget

Thrifty

DOVER

ADVANTAGE

100% AUTO
SAFARI



Faro

from

USD 6



Continue

Johannesburg

from

USD 30



Continue

London Gatwick

from

USD 19



Continue

Los Angeles

from

USD 27



Continue

*The shown prices are best daily rates found by our customers during the last two weeks. Prices are subject to change.

Enjoy your trip in Portugal from

amazing
8 USD

Get a taste of freedom in USA!

26 USD

Discover Australia's Wild Beauty from

35 USD



Select it!

Choose the perfect car for your needs from more than 6000 locations all over the world. We are cooperating with the top car rental brands!



Book it!

Book your car online quick and easy. Select what you need and start planning your trip!



Collect it!

Pick up the car at your destination. Fast and uncomplicated!



Drive it!

Hit the road! The car will drive you wherever you desire. Enjoy your trip and have a safe drive!

Mobilia | car rental Croatia | car rental Germany | car rental Italy | car rental Greece | car rental United Kingdom | car rental Croatia | car rental Europe
car rental Portugal | car rental Istanbul | car rental Spain | car rental Australia | car rental Athens | car rental Cyprus | car rental France | car rental
Vienna | car rental Edinburgh | car rental USA | car rental Rome | car rental London Gatwick | car rental Townsville | car rental Frankfurt | car rental
Paris | car rental Stockholm | car rental Casablanca | car rental Amsterdam | car rental Munich | Car Rental Sicily | General Terms | Sitemap

© Economy Car Rentals

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Supplemental Responses to Petitioner's Second Request for Admissions

**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism S.A.**

May 28, 2013

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Counsel For Respondent

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Respondent's Supplemental Answer to Petitioner's Second Request for Admissions is being served upon Counsel for the Petitioner, via email, by fax, and by Priority Mail, as identified below:

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Date: May 28, 2013

/sharon gobat/

Sharon Gobat, Esq.
Counsel for Respondent

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

<hr/>)	
ECONOMY RENT-A-CAR, INC.)	
)	
Petitioner,)	
)	
v.)	Cancellation No. 92055558
)	
EMMANOUIL KOKOLOGIANIS)	Registration No. 3256667
AND SONS, SOCIETE)	
ANONYME OF TRADE,)	
HOTELS AND TOURISM S.A.)	
)	
Respondent.)	
<hr/>)	

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 13

ECONOMY RENT-A-CAR INC.	§	
	§	
Petitioner,	§	
	§	
v.	§	Cancellation No. 92055558
	§	
EMMANOUIL KOKOLOGIANIS	§	
AND SONS, SOCIETE	§	
ANONYME OF TRADE,	§	Registration No. 3256667
HOTELS AND TOURISM S.A.	§	
	§	
Respondent.	§	
	§	

Request No. 54:

Registrant presently offers its services, including rental car services, under the Registered Mark to the general public in the U.S.

Response:

Admitted, because the legal equivalent of the Registered Mark is in use in the United States.

#

**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism S.A.**

April 5, 2013

By: /s john moetteli/

/s sharon gobat/

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Counsel For Respondent

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ECONOMY RENT-A-CAR INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Respondent's Answer to Petitioner's Third Request for Admissions is being served upon Counsel for the Petitioner, via email, by fax, and by Priority Mail, as identified below:

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Date: April 2, 2013

/s/ john moetteli/

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

<hr/>)	
ECONOMY RENT-A-CAR, INC.)	
)	
Petitioner,)	
)	
v.)	Cancellation No. 92055558
)	
EMMANOUIL KOKOLOGIANIS)	Registration No. 3256667
AND SONS, SOCIETE)	
ANONYME OF TRADE,)	
HOTELS AND TOURISM S.A.)	
)	
Respondent.)	
<hr/>)	

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 14

Admission Requests With Corresponding Answers

Request No. 100:

The document produced by Petitioner in this proceeding under Bates Numbers 2-3 is a true and correct copy of the telephone directory cover page (displaying the date "November 1997") and advertisements or listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 2) is from the Pacific Bell SMART Yellow Pages for the area San Fernando Valley East, and (2) the date "November 1997" is not the publication date, but is instead shown in the phrase "Keep Until November 1997".

Request No. 101:

The document produced by Petitioner in this proceeding under Bates Numbers 7-8 is a true and correct copy of the telephone directory cover page (displaying the date "June 1998") and advertisements or listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 7) is from the Pacific Bell SMART Yellow Pages for the area San Fernando Valley West, and (2) the date "June 1998" is not the publication date, but is instead shown in the phrase "Keep Until June 1998".

Request No. 102:

The document produced by Petitioner in this proceeding under Bates Numbers 12-13 is a true and correct copy of the telephone directory cover page (displaying the date "June 1998") and listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 12) is from the Pacific Bell White Pages for the area San Fernando Valley, (2) the date "June 1998" is not the publication date, but is instead shown in the phrase "Keep Until June 1998", and (3) the document produced under Bates Number 13 is a page of alphabetical White Pages listings, for both individuals and businesses, with no display advertising on the page, and no categorization of the listings.

Request No. 103:

The document produced by Petitioner in this proceeding under Bates Numbers 14-15 is a true and correct copy of the telephone directory cover page (displaying the date "November 1998") and advertisements or listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 14) is from the Pacific Bell SMART Yellow Pages for the area San Fernando Valley

East, and (2) the date "November 1998" is not the publication date, but is instead shown in the phrase "Keep Until November 1998".

Request No. 104:

The document produced by Petitioner in this proceeding under Bates Numbers 16-17 is a true and correct copy of the telephone directory cover page (displaying the date "November 1999") and advertisements or listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 16) is from the Pacific Bell SMART Yellow Pages for the area San Fernando Valley East, and (2) the date "November 1999" is not the publication date, but is instead shown in the phrase "Keep Until November 1999".

Request No. 105:

The document produced by Petitioner in this proceeding under Bates Numbers 20-22 is a true and correct copy of the telephone directory cover page (displaying the date "July 2000") and advertisements or listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 20) is from the Pacific Bell SMART Yellow Pages for the area San Fernando Valley West, and (2) the date "July 2000" is not the publication date, but is instead visible in the phrase "Until July 2000".

Request No. 106:

The document produced by Petitioner in this proceeding under Bates Numbers 23-25 is a true and correct copy of the telephone directory cover page (displaying the date "November 2000) and advertisements or listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 23) is from the Pacific Bell SMART Yellow Pages for the area San Fernando Valley East, and (2) the date "November 2000" is not the publication date, but is instead visible in the phrase "Until November 1999".

Request No. 107:

The document produced by Petitioner in this proceeding under Bates Numbers 27-28 is a true and correct copy of the telephone directory cover page (displaying the date "2001") and advertisements or listings contained therein.

Response:

Admitted, with the qualification that the telephone directory cover page (Bates Number 27) is from the Pacific Bell SMART Yellow Pages for the area San Fernando Valley East.

Request No. 108:

The document produced by Petitioner in this proceeding under Bates Numbers 30-32 is a true and correct copy of the telephone directory cover page (displaying the date "2001") and advertisements or listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 30) is from the NDC Yellow Pages for the area San Fernando Valley, and (2) the date displayed on the cover page is "2000-2001".

Request No. 109:

The document produced by Petitioner in this proceeding under Bates Numbers 35-36 is a true and correct copy of the telephone directory cover page (displaying the date "December 2003") and advertisements or listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 35) is from the SBC SMART Yellow Pages for the area San Fernando Valley East, and (2) the date "December 2003" is shown as part of the phrase "December 2003 Issue".

Request No. 110:

The document produced by Petitioner in this proceeding under Bates Numbers 43-44 is a true and correct copy of the telephone directory cover page (displaying the date "January 2005") and listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 43) is from a Verizon telephone directory that includes both White Pages and Yellow Pages, and (2) the document produced under Bates Number 44 is a page of alphabetical "Business White Pages" listings, without any categorization, and without any display advertising.

Request No. 111:

The document produced by Petitioner in this proceeding under Bates Numbers 45-46 is a true and correct copy of the telephone directory cover page (displaying the date "August 2005") and listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 45) is from the SBC White Pages for San Fernando Valley, and (2) the document produced under Bates Number 46 is a page of alphabetical White Pages listings, for both individuals and businesses, with no display advertising on the page, and no categorization.

Request No. 112:

The document produced by Petitioner in this proceeding under Bates Numbers 47-48 is a true and correct copy of the telephone directory cover page (displaying the date "2006") and listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 47) is from the AT&T White Pages for San Fernando Valley, (2) the date on the cover page is "August 2006", and (3) the document produced under Bates Number 48 is a page of alphabetical White Pages listings, for both individuals and businesses, with no display advertising on the page, and no categorization.

Request No. 113:

The document produced by Petitioner in this proceeding under Bates Numbers 49-50 is a true and correct copy of the telephone directory cover page (displaying the date "August 2007") and listings contained therein.

Response:

Admitted, with the qualifications that (1) the telephone directory cover page (Bates Number 49) is from the AT&T White Pages for San Fernando Valley, and (2) the document

produced under Bates Number 50 is a page of alphabetical White Pages listings, for both individuals and businesses, with no display advertising on the page, and no categorization.

#

Registrant's Answer to Petitioner's Sixth Request for Admissions

**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism S.A.**

June 4, 2013

Through counsel: /sharon gobat/

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Counsel For Respondent

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR INC.	§	
	§	
	§	
Petitioner,	§	
	§	
v.	§	Cancellation No. 92055558
	§	
EMMANOUIL KOKOLOGIANIS	§	Registration No. 3256667
AND SONS, SOCIETE	§	
ANONYME OF TRADE,	§	
HOTELS AND TOURISM S.A.	§	
	§	
Respondent.	§	
	§	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Respondent's Answer to Petitioner's Fifth Request for Admissions is being served upon Counsel for the Petitioner, via email, by fax, and by Priority Mail, as identified below:

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Date: June 4, 2013

/sharon gobat/

Sharon Gobat, Esq.
Counsel for Respondent

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

ECONOMY RENT-A-CAR, INC.

Petitioner,

v.

**EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.**

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**DECLARATION OF MELISSA ALCANTARA
IN SUPPORT OF PETITIONER'S MEMORANDUM IN OPPOSITION TO
RESPONDENT'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT 15

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

ECONOMY RENT-A-CAR INC.

Petitioner,

v.

EMMANOUIL KOKOLOGIANIS
AND SONS, SOCIETE
ANONYME OF TRADE,
HOTELS AND TOURISM S.A.

Respondent.

Cancellation No. 92055558

Registration No. 3256667

**RESPONDENT'S SUPPLEMENTAL ANSWER TO PETITIONER'S SECOND
REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Respondent has been requested to produce, for inspection and copying, at the offices of Dickinson Wright PLLC, the following documents and things.

To the extent that Respondent contends that any document requested is confidential, Petitioner agrees to receive such documents under the terms of the Protective Order that is already in place in this proceeding.

I. DEFINITIONS

Unless otherwise indicated in Respondent's answer to an individual document request, this response to Petitioner's request for documents is to be interpreted pursuant to the Definitions set forth in Petitioner's Second Request for Production of Documents and Things, with the following exceptions. Respondent objects to the provision of computer disks, diskettes, drives, drums, input memory, magnetic tapes, microfilm, microfiche, object

DOCUMENT REQUEST NO 40:

All Voucher Contracts issued by Registrant which display "Registrant's Mark" in the form it was actually registered under Reg. No. 3,256,667—as opposed to what Registrant believes to be the "legal equivalent" of that mark.

Answer:

Because the Voucher Contracts in question are generated in an automated process as a result of an actual booking by a customer, the form in which Registrant's Mark is displayed on the Voucher Contract is partially determined by modalities of the customer's booking access. In principle, Registrant's Mark as it appears on the customer's Voucher Contract is the legal equivalent of the Mark. Although it is possible that Registrant's Mark exactly as

registered under Reg. No. 3,256,667 can appear on the customer's Voucher Contract, upon information and belief, Registrant is not aware at this time of any Voucher Contracts that correspond to Petitioner's Document Request No. 40.

Supplemental Answer:

Registrant objects to Document Request No. 40 to the extent that it is unreasonably cumulative, in view of Registrant's prior answer to Petitioner's Admission Request No. 11. Registrant also objects to Document Request No. 40 to the extent that it is phrased inaccurately, creating the false implication that Registrant "issues" Voucher Contracts. Notwithstanding these objections, Registrant repeats, upon information and belief, that no Voucher Contracts provided to Registrant's customers display Registrant's Mark exactly in the form it was registered under Reg. No. 3,256,667.

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**Emmanouil Kokologiannis and Sons,
Societe Anonyme of Trade, Hotels and Tourism
S.A.**

December 28, 2012

By: /sharon gobat/

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